

The Behavioral Health Administration

Continuum of Care Policy and Procedure Manual



Revised: Winter, 2017

Section	Topic	Page
1	<u>Program Overview</u> <u>Funding Process</u> <u>HUD, BHA, CSA Roles</u> <u>Program Components</u> <u>Eligible Activities</u>	1-2 3 4-6 7 8
2	<u>Eligibility Criteria</u> <u>Income Limits</u> <u>Outreach & Non-Discrimination Laws</u> <u>Application Process</u> <u>Policy for Verification of Disability</u>	9-10 11 12 13-14 15
3	<u>Documentation of Homeless Policy</u> <u>Legal History Policy</u> <u>Determination of Unit Size</u> <u>FMR</u> <u>Application Forms Part 1</u> <u>Intake Form</u> <u>Service Plan</u> <u>Verification of Disability</u> <u>Documentation of Homelessness</u> <u>Documentation of Legal History</u> <u>Legal History Consent Form</u> <u>Primary Participant Agreement</u> <u>Non- Primary Participant Agreement</u> <u>Federal Privacy Act</u> <u>Strategies for Locating Housing</u>	16-18 19-20 21 22 23-24 25-32 33-34 35 36-37 38 39 40 41 42 43
4	<u>Leasing Requirements</u> <u>Housing Quality Standards</u> <u>Environmental Review</u> <u>Policy for Rent Determination and Reporting Income</u> <u>Policy for Determination of Rent Reasonableness</u>	44 45-48 49 50-51 52-53
5	<u>Application Forms Part II</u> <u>Maryland Lease Agreement</u> <u>Inspection Form</u> <u>Policy on Deteriorated Paint</u> <u>Determination of Rent Reasonableness</u> <u>Case Managers Responsibilities</u> <u>Individual Support Documentation Form</u> <u>Policy for Participant Termination</u> <u>Due Process Acknowledgement</u> <u>Composition of Appeal Panel</u> <u>Notice of Termination</u> <u>Request to Appeal Termination</u> NOTES	54 55-63 64-82 83 84-85 86 87 88-91 92 93 94-95 96 97

6	<u>Policy for Supportive Services Documentation</u> <u>Documentation Requirements</u> <u>Procedures for Annual Housing and Participant Re-certification</u> <u>Release Forms (Documentation of Legal History – Renewal)</u> <u>Policy for Participant’s Change in Status</u> <u>Status Change Form</u> <u>Rent Calculation</u> <u>Zero Income Statement</u> <u>Owner Certification Form</u>	98-99 100 101 102 103 104-105 106 107 108-110
7	Notes <u>Policy Regarding Administrative Cost Allowed</u> <u>Administrative Tracking Form</u> <u>Policy for Billing/Reconciliation Policy</u> <u>Invoice/Reconciliation Form</u> <u>HMIS Policy</u>	111 112-113 114 115-116 117 118
8	<u>Sample Letters</u> <u>Provisional Approval</u>	119 120
9	<u>Program Ineligibility</u> <u>Request for Additional Information</u> <u>Consumer Placement Approval</u> <u>Consumer Placement Renewal</u> <u>Status Change</u>	121 122 123-124 125-126 127
10	<u>Additional Resources</u> COC Program HMIS Manual HUD Housing Quality Standards HUD Housing Quality Standards FAQs HUD Inspection Checklist <u>Lead Paint</u> Facts about Maryland’s Lead Law Lead Paint Certificate for Rental Housing Lead Safe Housing Rule, 24 CFR 35 <u>Implementation of Coordinated Entry</u>	128 129

Program Overview

Continuum of Care (HUD's Purpose):

The Continuum of Care (CoC) Program [formerly The Shelter Plus Care (S+C) Program prior to 2012] is authorized under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (The HEARTH ACT), **24 CFR Part 578 Subtitle F of the McKinney-Vento Homeless Assistance Act.**

The CoC program provides permanent housing and supportive services to individuals with disabilities and to families with children in which one adult member has a disability. Since this is the permanent housing (PH) component of the HEARTH Continuum of Care Program, there is no designated length of stay for the participant. However, continuation in the program is contingent on program rules and regulations being met and continued funding from HUD.

The primary target populations are homeless (as defined by HUD) individuals and families who have:

1. Serious mental illness; and /or physical, mental, or emotional impairment;
2. Chronic problems with alcohol, drugs, both; and/or
3. Developmental Disability;* not in the original application funded
4. Acquired immunodeficiency syndrome (AIDS) or related diseases.

This includes impairments caused by alcohol and/or drug abuse, post-traumatic stress disorder, or brain injury that is:

- expected to be of long continuing or indefinite duration;
AND
- substantially impedes the person's ability to live independently;
AND
- could be improved by more suitable housing.

Continuum of Care Program (Behavioral Health Administration Purpose):

The Behavioral Health Administration's (BHA) Continuum of Care Program is a tenant and sponsor-based rental subsidy program. BHA's Continuum of Care program, as the former Shelter Plus Care Housing Program, was originally designed as the housing component of the Maryland Community Criminal Justice Treatment Program for those who meet the criteria of homelessness and have a mental disability. The target population now includes those who are incarcerated in a local detention center for less than 90 days who were homeless prior to incarceration (based on HUD's definition) who meet BHA's disability criteria; and those who are living in non-institutional settings (local detention center/jail, prisons, or a hospital) who meet HUD's definition of homelessness and BHA's disability criteria. The goals of BHA's

Continuum of Care housing program are to break the cycle of recidivism for persons who end up in the criminal justice system as a result of being homeless, and to provide safe, decent, permanent housing to individuals who are homeless who have a serious mental illness or co-occurring substance use disorder.

The objectives of the program are:

- 1) To assist participants to obtain/remain in permanent housing;
- 2) To increase skills and/or income of participants; and
- 3) To help participants achieve greater self-determination.

Continuum of Care Program Funding Process

Funding for new Continuum of Care grants is awarded competitively through the annual Department of Housing and Urban Development's (HUD) Homeless Continuum of Care competition. Eligible applicants are non-profit organizations, state and local governments and municipalities of local governments and Public Housing Authorities (PHAs). The Behavioral Health Administration (BHA) is the recipient for all Continuum of Care grants administered by BHA, Office of Adult and Specialized Behavioral Health Services. BHA assigns sub-recipients to administer and operate the local CoC program in local jurisdictions.

Renewal funds are also awarded through the annual Homeless Continuum of Care (CoC) competition. With the passage of the HEARTH ACT in 2009, the former Shelter Plus Care component is now consolidated with the Supportive Housing Program and the Single Room Occupancy Grant into one permanent housing program. Prior to the HEARTH ACT, the Shelter Plus Care program was a non-competitive renewal process. Since the implementation of HEARTH, the BHA CoC Program competes with all other projects in each local Continuum of Care's annual CoC Consolidated Application. Therefore, it is possible that BHA's CoC project may not receive funding if the local CoC ranks the project below a certain threshold. Also, the overall score of the local CoC consolidated application plays a factor in whether a grant application will be renewed or funded. HUD reviews the CoC applications and selects projects for funding based upon the criteria stated in the NOFA. The timetable for the NOFA's release has not held to a regular schedule and can be announced at any time of the year. BHA is issued a letter of conditional award and a grant agreement for those applications that are funded for renewal. The term of the grant begins as of the date that HUD signs the agreement, which is not necessarily the same as the State's Fiscal Year.

Upon receipt of a signed grant agreement, BHA will issue a Memorandum of Agreement (MOU) to the Core Service Agencies (CSA) for signature. Per the agreement, the CSA submits an invoice for services. Monthly invoices are paid upon approval of the COC fiscal director and the COC grants monitor. Grant funds are contingent upon BHA's grant applications being awarded by HUD.

BHA may also elect to apply for new CoC permanent housing grants provided the Core Service Agency is in agreement with the expansion, a supportive services match is obtained, the provider has been successful in utilizing existing grant funds, and the provider has the capability to expand when a HUD NOFA is published. BHA will work in conjunction with the CSA to prepare all applications, attend local CoC meetings, and provide other pertinent information needed to assist in the development of the CoC plan. BHA will apply for housing grants that meet the BHA's target populations. BHA may deny a CSA's or providers request to apply for additional funds for the same project. However CSA's and providers may independently apply through the local CoC for a separate project that may compete with the BHA project. BHA will only administer those grants whereby BHA is the grant applicant.

The Roles of HUD, BHA, and CSA

HUD's Roles:

HUD's headquarters in Washington, D.C. will review and fund on a competitive basis all applications submitted through the local Continuums of Care. The HUD field staff in the Baltimore and D.C. field office will execute contracts for the CoC grant to BHA, provide technical assistance, monitor performance, and assist BHA with any changes, waivers, grant extensions, or amendments.

BHA's Roles:

BHA will:

- Apply for renewal grants and when additional funding is available apply for new projects.
- Administer the CoC grants in partnership with the CSA's;
- Screen project participant applications for the CoC Program to determine if the applicant will enter the program;
- Track and monitor supportive services documentation;
- Maintain a data base and client files;
- Complete reports and draw funds from HUD;
- Serve as a liaison between HUD and the local jurisdictions; and (CSA's) for the CoC Program;
- Provide technical assistance, guidance and support to local jurisdictions;
- Provide training opportunities in conducting housing inspections and other training issues.

CSA's Roles:

The CSA's are responsible for the duties as identified in their Memorandum of Understanding with BHA. The CSA will also be responsible for ensuring that CoC Program client data is entered into the local HMIS.

Duties of the Core Service Agencies

The specific services to be provided by the Core Service Agencies under this Memorandum of Understanding are as follows:

1. The Core Service Agency (CSA) shall provide, or contract for the provision of rental assistance payments for CoC participants. If the CSA contracts for the provision of this service, the contractor (Sponsor Agency) must be a private non-profit organization.
2. The attached application (Attachment Q) must be submitted to the Department for review and approval prior to the placement of any individual and/or family in an apartment. This application must be updated and re-submitted to the Department annually, on its anniversary date.
3. The CSA will inspect or arrange for the inspection of all housing units prior to occupancy to determine that the housing meets the Federal Housing Quality Standards established in 24 CFR 882.109.
4. The CSA will insure that rents charged under this program are comparable with similarly sized and equipped unassisted units.
5. The CSA will insure that rents charged do not exceed the Fair Market Rental Values established by HUD.
6. The CSA will insure that clients meet the Federal income eligibility requirement established in 24 CFR 813.106.
7. The CSA shall collect from sponsor, supportive services, and treatment agencies, records of supportive services and the value of these services for each client for the prior month, and submit this data to BHA by the 15th of each month on the Individual Support Services Documentation (Attachment P).
8. The CSA shall submit to the Agreement Monitor the attached on-page Invoice/Reconciliation Form (Attachment N) by the 15th of each month. The first invoice for each client shall include the security deposit, if required, and the rental assistance determined for each of the first three (3) months. All subsequent invoices shall include rental assistance costs for one month.
9. Except as otherwise specified, the total award to the CSA includes a rental assistance amount plus and administrative fee incurred for the following activities: processing rental checks, inspecting housing units for compliance with housing quality standards, processing rental payments, examining participant's income and family composition, receiving new participants into the program, and providing housing information and

assistance. The CSA may retain the administrative fee or pass it on to the sponsor agency administering the rental assistance. Documentation of these processing costs must be maintained on the CoC Administrative Time Tracking Form (Attachment O) (Shelter Plus Care was the predecessor name to the CoC Program), and must be available to the U.S. Department of Housing and Urban Development (HUD) and/or the Department upon request.

10. The CSA shall assist BHA in monitoring compliance with the CoC Program by reviewing documentation submitted by providers and conducting quality review site visits.
11. The CSA shall comply with any and all applicable portions of 24 CFR 582 and all other rules and regulations pertaining to the HUD CoC Program.
12. The CSA shall provide technical assistance, guidance, and information to landlords and sponsor agencies as required.
13. The CSA must establish and maintain an up-to-date Homeless Management Information System (HMIS). The HMIS is the primary reporting mechanism to BHA and HUD for the Annual Performance Review (APR) that is used by BHA and HUD to determine program's effectiveness under the grant terms as well as client tracking. Client information must be input correctly into the HMIS data base upon program entry, at least annually with any recorded changes to the client's situation, and upon program exit.
14. The CSA shall participate in their local homeless Continuum of Care's planning process including attending meetings regarding their CoC's activities. These meetings may include, but are not limited to HMIS, annual HUD NOFA planning meetings, and other activities that assist the local CoC in its goals to eliminate homelessness.

Continuum of Care Program Components

HUD allows Continuum of Care (CoC) grants to be used to provide rental assistance in four ways. The CoC components are tenant-based (TRA), sponsor-based (SRA), and project-based (PRA), and (SRO). BHA will use CoC funds to provide tenant and sponsor-based rental assistance as approved in its grant agreements with HUD. Changes in program components will only be made with written approval from HUD. Core Service Agencies, sponsor agencies, and other nonprofit agencies cannot change component types.

All requests to change a component from sponsor or tenant-based must be made in writing by the CSA to the Director of the CoC Program. CSA's must include in its request for changing project components, the projected change date and an implementation plan. BHA will review the request and if approved, will submit a written request to HUD for review and approval.

All CSA's receiving tenant-based rental assistance on behalf of CoC participants will allow participants to choose their own housing with assistance from a case manager. Participants will retain their rental assistance if they choose to move to another housing unit after the end of their initial one year lease and thereafter annually. Participants will also be provided a security deposit upon entry into the program whether tenant or sponsor based (the security deposit will be paid directly to the sponsor agency for SRA). Additional security deposits will only be provided if there are no other financial resources available, the participant does not have the ability to pay the security deposit, and there is CoC funding to support a second security deposit. All efforts should be made to obtain the initial security deposit from the landlord, and be used for the new housing unit, provided there are no damages. BHA may deny a second or third security deposit.

All CSA's receiving sponsor-based rental assistance on behalf of the CoC participants will work with a sponsor agency (nonprofit agency) to secure housing for CoC participants. The sponsor agency will lease a unit owned or leased by the sponsor agency to the CoC participant. The sponsor agency will develop a lease agreement with the participant. CoC participants may only reside in units leased or owned by the sponsor agency. Case managers may not be involved with lease enforcement since this constitutes a conflict of interest between the participant and the leasing agency/landlord.

Eligible Activities for the Continuum of Care Program

BHA will utilize CoC funding to make affordable housing for program participants and families by using CoC grant funds to pay the difference between the contract rent for a unit and 30% of the participant's or family's income. In general, rental assistance will be provided in the form of:

- Monthly rent payments;
- Grant funds may be used to pay security deposits, in an amount not to exceed 2 months of the actual rent. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent.
- One month's rent for housing units vacated by a participant or family;
- Up to three months' rent for those who are in inpatient care or incarceration. The participant will be allowed 90 days for each occurrence;
- To offset utility costs paid by the participant or family if utilities are not included in the rent.

CSA's will use the utility allowance schedule from the local housing agency/authority to determine the utility allowance. All utility allowances schedules are updated annually. Only those utilities the participant or family is responsible for paying should be included on the rent calculation form under utility allowance. If the utility allowance is more than the participant's rent contribution, the participant must be provided the utility subsidy. If the participant or family's monthly utility bill is less than the utility subsidy, the full utility subsidy must be paid to the utility company or the participant or family.

If the utility bill is less than the utility allowance for more than three (3) consecutive months, the case manager and/or core service agency should review the participant or family's actual utility bill, review the rent calculation form initially completed, and recalculate a reasonable utility allowance based on actual expenses.

Eligibility Criteria

BHA's Continuum of Care Program (CoC) is targeted and prioritized to serve individuals and families who are homeless as defined by the Department of Housing and Urban Development, have a serious mental illness or with co-occurring mental health and substance use disorders, and are currently incarcerated in local detention centers for less than 90 days (not state prisons) due to misdemeanor charges or nonviolent felony charges; individuals who have been recently released from a local detention center (within a 2 year period) or participating in the MCCJTP, Trauma Addictions Mental Health and Recovery (TAMAR) Program, the Chrysalis House Healthy Start Program (CHHS) or Projects for Assistance in Transition from Homelessness (PATH) Programs who meet the disability and homelessness criteria. The program will also serve those who are not in the identified programs who meet HUD's homeless and BHA's disability criteria.

In order to qualify for BHA's Continuum of Care Program, the applicant must meet the following criteria.

1. Be a U.S. citizen or a legal resident of the U.S. and at least 18 years of age, and
2. Have household income less than the median income for that jurisdiction, and
3. Meet legal criteria for the program (see policy of legal criteria). Adult family members residing with the participant must also meet the legal criteria. For those entering directly from the local detention center, a copy of the release papers must be submitted to the Behavioral Health Administration prior to housing placement, and
4. Be homeless as defined by HUD – see homeless definition which follows on the next few pages, and
5. Have a serious and persistent mental illness, as identified by the following diagnostic categories:

Eligible DSM Disabilities for Individuals and Families:

- a. Schizophrenia (DSM V 295.10, 295.20, 295.30, 295.40, 295.60, 295.70 and 295.90)
- b. Major Affective Disorders (DSM V 296.33 and 296.34)
- c. Bipolar Disorders (DSM V 296.43, 296.44, 296.53, 296.54, 296.63, 296.64, 296.80 and 296.89)
- d. Delusional Disorder (DSM V 297.10)
- e. Psychotic Disorder, NOS (DSM V 298.90)
- f. Schizotypal Personality Disorder (DSM V 301.22)
- g. Borderline Personality Disorder (DSM V 301.83); **and**

1. The disability is expected to be of long-term and indefinite duration (Verification of disability form must be completed).
 2. The applicant has impairment in role functioning, on a continuing or intermittent basis, for **at least two years**.
 3. The nature of the applicant's disability will be improved by more suitable housing.
 4. The applicant has social behavior that results in interventions by the mental health system.
 5. The applicant needs assistance with basic living skills or procuring financial assistance.
-

MARYLAND BEHAVIORAL HEALTH ADMINISTRATION
SHELTER PLUS CARE HOUSING PROGRAM: Income Limits Chart
FY2015 EFFECTIVE: 3/6/15

INCOME LIMITS	NUMBER OF PRSONS IN HOUSEHOLD							
JURISDICTION	1	2	3	4	5	6	7	8
ALLEGANY	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
ANNE ARUNDEL	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
BALTIMORE	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
BALTIMORE CITY	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
CALVERT	\$38,250	\$43,700	\$49,150	\$54,600	\$59,000	\$63,350	\$67,750	\$72,100
CAROLINE	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
CARROLL	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
CECIL	\$28,400	\$32,450	\$36,500	40,550	\$43,800	\$47,050	\$50,300	\$53,550
CHARLES	\$38,250	\$43,700	\$49,150	\$54,600	\$59,000	\$63,350	\$67,750	\$72,100
DORCHESTER	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
FREDERICK	\$38,250	\$43,700	\$49,150	\$54,600	\$59,000	\$63,350	\$67,750	\$72,100
GARRETT	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
HARFORD	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
HOWARD	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
HOWARD-COLUMBIA AREA	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
KENT	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
MONTGOMERY	\$38,250	\$43,700	\$49,150	\$54,600	\$59,000	\$63,350	\$67,750	\$72,100
PRINCE GEORGE'S	\$38,250	\$43,700	\$49,150	\$54,600	\$59,000	\$63,350	\$67,750	\$72,100
QUEEN ANNE'S	\$30,950	\$35,400	\$39,800	\$44,200	\$47,750	\$51,300	\$54,850	\$58,350
SOMERSET	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
ST. MARY'S	\$33,500	\$38,300	\$43,100	\$47,850	\$51,700	\$55,550	\$59,350	\$63,200
TALBOT	\$27,650	\$31,600	\$35,550	\$39,450	\$42,650	\$45,800	\$48,950	\$52,100
WASHINGTON	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
WICOMICO	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050
WORCESTER	\$26,550	\$30,350	\$34,150	\$37,900	\$40,950	\$44,000	\$47,000	\$50,050

Outreach and Non-Discrimination Laws

BHA must ensure the CSA's and case managers make an ongoing effort to ensure that hard to reach homeless persons are identified and served by the program. BHA will target persons who have a mental disability and/or a co-occurring disorder. BHA, CSA's, and case managers may not discriminate among protected class (race, creed, color, religion, gender, and LGBT/in sexual orientation), familiar status or national origin for participating in the CoC Program. HUD also requires that BHA, CSA's and case managers ensure that program marketing efforts are made to reach as many eligible persons as possible. Strategies for identifying ways to reach those interested persons through alternative outreach efforts should be developed or in place.

HUD does not require BHA to develop a plan to address the elimination impediments to fair housing. However, if a landlord violates fair housing laws, the participant or family may report the landlord by contacting HUD's Fair Housing Division.

Application Process

Applicants may apply for the CoC Program if they meet the eligibility criteria by contacting the Core Service Agency or the designated CoC nonprofit agency in the county. Usually applicants are referred by a case manager. The case manager/ clinician will screen the potential candidates and/or submit a primary application packet consisting of:

- a. Intake Form
- b. Verification of Disability Form
- c. Documentation of Homelessness Form and Verification Documentation
- d. Service Plan
- e. Legal History Form/Consent to Release Criminal History
- f. Documentation of Legal History
- g. Signed Due Process Acknowledgement
- h. Consumer Agreement Form
- i. Federal Privacy Act Form

Upon completion of the above forms, the case manager/clinician must fax the application packet to the Core Service Agency (CSA) in their jurisdiction, unless other arrangements have been made with the CSA and the provider. The CSA will review the application and forward by email to the Homeless Coordinator and/or fax to 410-402-8352 using the prepared Cover Sheet.

The application will be reviewed by the Homeless Coordinator and Director of the CoC Program. BHA will review the application, and will forward a provisional approval or denial letter to the CSA and/or sponsor agency. If approved, the case manager/clinician will assist the client in locating suitable housing that falls within HUD guidelines for the program.

Once housing is located, the case manager will notify the CSA CoC Program grant monitor to arrange for the housing inspection, a determination of rent reasonableness, and completion of the rent calculation form. The case manager will also obtain documentation of the applicant's income. If the unit passes the housing inspection, meets rent reasonableness requirements, and falls within the approved Fair Market Rental Values, the case manager must forward a secondary packet of information to BHA.

The secondary packet consists of the following:

- a. Copy of the completed, but unexecuted lease
- b. Completed housing inspection (HUD-52580-A)
- c. Completed Determination of Rent Reasonableness
- d. Documentation (proof) of rent reasonableness
- e. Completed Rent Calculation Worksheet
- f. Proof of participant's income or a signed Zero Income Statement

BHA will review the second part of the application, and if approved, will forward a Placement Approval to the CSA and/or sponsor agency. Upon receipt of the approval letter from BHA, the applicant may sign the lease with the landlord. Upon execution of the lease, the CSA or sponsor agency must obtain a copy of the executed lease and signed final placement approval letter and forward to BHA to maintain in the applicant's file.

After acceptance into the program, the participant must abide by the conditions of the lease, the Service Plan, the Participant Agreement, and comply with the renewal procedures.

If the applicant's application is denied, BHA will forward a written letter to the CSA and/or sponsor agency explaining the reason/s for denial. The applicant may appeal this decision by sending a request for an appeal within 15 days of the date of BHA's letter. The appeal letter should state the reason for an appeal. The applicant and/or CSA may provide additional documentation to support the application. BHA will review the appeal request and forward the decision in writing to the CSA, the sponsor agency, or referring agency. BHA may also contact the case manager, CSA or applicant for supplemental information to make a determination. A response will be provided within 15 to 30 days of the appeal request.

Policy for Verification of Disability

The following are HUD's requirements for documenting disability for Permanent Supportive Housing Programs that HUD administers, including the BHA CoC Program. This policy is used in conjunction with the Verification of Disability Form that verifies disability information for each applicant. Note that the standards below indicate that only one form of documentation is required. Please refer to this web link for additional information if needed;

<https://www.onecpd.info/resource/1928/hearth-defining-homeless-final-rule/>

- Written verification of disability form must be completed and submitted at the time of application. The determination must be made by a medical doctor or psychiatrist. A social worker, psychologist, case manager, mental health counselor, or substance abuse counselor does not qualify as a person eligible to make that determination. However, a Master's level, licensed social worker or psychologist may verify a diagnosis for the annual renewal of rental assistance. "Self-certifications" are not acceptable verifications of a person disability.
- If a family is applying for CoC, the adult member must have a serious mental illness or co-occurring alcohol or substance use disorder. If there are two adult members residing in the same unit who meet the disability criteria, both applicants will be allowed a \$400 disability allowance. Therefore, an \$800 disability allowance will be approved on the rent calculation worksheet.
- Written verification from the Social Security Administration; OR
- The receipt of a disability check such SSI, SSDI, Veterans Disability, etc.; OR
- Intake staff recorded observation of a disability within 45 days of the application for CoC rental assistance is confirmed and accompanied by evidence ; OR
- Other documentation approved by HUD.

Resource Links

[HEARTH "Homeless" Definition Final Rule](#) (PDF)

HUD Definition of Homelessness for Eligibility in Permanent Supportive Housing Programs Including the CoC Program

Category 1 – Literally Homeless. This is defined as:

- A. Persons who are sleeping in the following places not meant for human habitation (e.g. cars, tunnels, parks, sidewalks, bridges, streets, abandoned buildings or condemned buildings); **or**
- B. Persons sleeping in emergency shelters; **or**
- C. A family or individual living in transitional housing who entered transitional housing from an emergency shelter or the streets. Transitional housing is defined as a temporary housing program (usually up to two years) for people who are homeless.

Record keeping requirements

- Written observation by outreach worker; or
- Written referral by another housing or service provider; or
- Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;
- For individuals exiting and institution-one of the forms of evidence above and:
Discharge paperwork or written/oral referral, or
Written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited institution

Category 4 – Fleeing/Attempting to Flee Domestic Violence

- Any individual or family who:
Is fleeing, or is attempting to flee, domestic violence;
Has no other residence; and
Lacks the resources or support networks to obtain other permanent housing

Record keeping requirements

- For victims service providers:
An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification by the intake worker.
- For non-victim service providers:
Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified.

Permanent Supportive Housing –Individuals and families defined as Homeless under the following categories are eligible for assistance in the Permanent Supportive Housing projects.

- Category 1-Literally Homeless
- Category 4-Fleeing/Attempting to Flee DV

PSH projects have the following additional Notice of Funding Availability (NOFA) limitations on eligibility within Category 1:

1. Individuals and families coming from Transitional Housing must have originally come from the streets or emergency shelter;
2. Assistance can only be provided to individuals with disabilities and families in which one adult has a disability.
 - Projected that are dedicated chronically homeless projects, including those that were originally funded Samaritan Bonus Initiative Projects must continue to service the homeless persons exclusively

Projects Serving the Chronically Homeless with designated beds/units.

- All of BHA's one-year renewal grants are not exclusively designated to serve the chronically homeless. BHA CoC staff may provide a list of the grants that have units designated for chronically homeless individuals/families. .

For those grants with a designated number of units set aside for chronically homeless, when a vacancy occurs the vacancy should be filled by a participant that meets HUD's definition of chronically homeless.

Definition of Chronic Homelessness:

Chronically Homeless Section (1)

- A. An individual who is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
- B. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; **and**
- C. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Act of 2000 (42 U.S.C. 15002), post traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

Chronically Homeless Section (2)

- A. An individual who has been residing in an institutional care facility , including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility,

for fewer than 90 days and met all the criteria in section (1) of this definition, before entering that facility; **or**

Chronically Homeless Section (3)

- A. A family with an adult head of the household (or if there is no adult in the family, minor head of household) who meets all of the criteria in section 1 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Exclusions:

The time an individual resides in an institution, i.e. jail or hospital is not considered time being homeless and cannot be used to qualify someone as being chronically homeless without meeting prior conditions.

Documentation of Homelessness (source HUD's Federal Register 12/5/11)

In order of HUD's preference:

- A. third-party documentation
- B. intake worker observations
- C. already available documentation including certification or other appropriate service transactions recorded in a Homeless Management Information System (HMIS)

Discharge from an Institution:

- D. documentation of an individual's stay in an institution to include an oral statement made by a social worker, case manager, or other appropriate official at an institution that is documented by the intake worker of the housing or service program. If such a statement is not available, the intake worker must document due diligence in attempting to obtain the statement. Discharge paperwork is considered to be third party documentation.

Documentation for Imminent Loss of Housing:

- E. documentation of imminent loss of housing includes not only a court order resulting from an eviction action, or the equivalent notice under applicable state law, but also a formal eviction notice, a Notice to Quit, or a Notice to Terminate, that require the individual or family to leave their residence within 14 days after the date of their application for homeless assistance.

Participation in Supportive Services:

The applicant must be in need of supportive services and agree to participate in services. The value of the supportive services must equal 25% of the total amount of rental assistance received from the CoC Program.

Legal History Policy

All applicants who have legal charges or convictions that are misdemeanor or nonviolent felonies are eligible to participate in the Continuum of Care Program. Family members who have a legal history who wish to reside with the applicant are eligible if their legal charges or convictions are also misdemeanors or nonviolent felonies. Applicants must sign a consent to release criminal history. The criminal history should be submitted on the legal documentation form including in the Continuum of Care Policy and Training Manual and forwarded to BHA with the Continuum of Care application. Applicants who have felony controlled dangerous substance possession charges, intent to manufacture, and distribution drug charges may be considered for the program if they have completed an alcohol and/or substance abuse program and documentation is provided. BHA may grant a waiver if it is determined that the applicant has been rehabilitated.

After entry into the Continuum of Care program, a participant or family must report to his/her case manager any new or pending charges and any violations of probation. The case manager must complete a status change form and submit to BHA immediately. If a participant is incarcerated more than 90 days, BHA will terminate the participant's or family's rental assistance as required in Continuum of Care Program regulations. A participant or family may re-apply for the Continuum of Care Program if they are interested in re-entering the program. However, if there are no vacancies, the participant or family's name must be placed on the waiting list. Depending on the nature of the charges, BHA may deny a participant or family's request to re-enter the program.

Below are examples of legal charges which are eligible and ineligible. This list does not include all legal charges but have the most common charges applicants have had thus far.

Misdemeanor (Eligible Charges)

- 2nd degree, 3rd degree, 4th degree assault
- Solicitation
- Intoxication offense
- Conspiracy
- Embezzlement
- Theft under \$500
- 2nd, 3rd, 4th degree burglary
- Breaking and Entering
- Forgery and Uttering (Bad Checks)
- Loitering
- Prostitution
- Petty Larceny
- Trespassing
- CDS Possession Charges

Felonies (Ineligible Charges)

- Aiding and abetting
 - Rape or 1st, 2nd, 3rd and 4th degree sex offense
 - Arson
 - Murder
 - Malicious destruction of property
 - Grand Larceny
 - 1st degree Burglary
 - Aggravated Assault
 - Manslaughter
 - Robbery
 - Sodomy
 - 1st degree Assault and Battery
 - Child Abuse
 - Kidnapping
 - Theft over \$500 (Breaking and Entering)
 - Handgun violations
 - CDS Possession with Intent to Distribute and Manufacture (unless waiver is granted)
-

Determination of Unit Size and Rents

The Behavioral Health Administration (BHA) will authorize placement into the CoC Program based on the availability of funding and the number of units approved by the US Department of Housing and Urban Development (HUD). The size of the unit will be based on the size of the family and the program's capacity to serve based on the units available.

Families with children who are less than 4 years apart in age may be required to share bedrooms unless there are special circumstances that would be detrimental to the family's living situation. Children who are within four years apart in age and are of opposite gender may be authorized separate bedroom provided there is funding and a vacancy for the size unit needed.

BHA will base the maximum allowance for rent and utility payments on "rent reasonableness" even if the amount exceeds the FMR. The FMR for each jurisdiction is determined and published annually by HUD in the Federal Register. The formula that determines FMR is subject to change annually.

Fair Market Rental values are determined by HUD using following statistical data formula. Three source of survey data are used to determine FMRs are:

1. The 2000 decennial Census, which provides statistically reliable data for the use in establishing base year FMRs.
2. American Housing Survey (AHS) which are conducted by the Bureau of Census for HUD and whose accuracy is comparable to that of the decennial Census. AHSs enable HUD to develop revision between Census years of the 44 largest metropolitan areas that are surveyed on a revolving schedule of 11 areas annually.
3. Random digit dialing (RDD) telephone surveys, which are based on a sampling procedure that uses computers to select statistically random samples of telephone numbers, dial and keep track of them, and tabulate the responses to the calls. RDD surveys are conducted for HUD by a contractor to:
 - a. Develop the annual HUD regional gross rental factors
 - b. Develop 40 percentile FMR estimates of 60 selected FMR areas per year

RDD regional rent change factors are developed annually for the metropolitan parts (exclusive of metropolitan areas with their own Consumer Price Index [CPI]) and nonmetropolitan parts of each of the 10 HUD regions.

FMR Areas

HUD defines FMR areas as metropolitan areas and nonmetropolitan counties. With a few exceptions, the most current Office of Management and Budget (OMB) definitions of metropolitan areas are used. HUD uses the OMB definitions because of the generally close correspondence between them and housing market areas. FMRs are intended to be housing market-wide rent estimates that provide housing opportunities throughout the geographic area in which rental units are in direct competition. Exceptions include a small number of metropolitan areas whose revised OMB definitions encompass areas that are larger than HUD's definitions of housing market areas.

Calculation Process

HUD uses similar procedures to calculate FMRs, whether they are based on AHS metropolitan area surveys, decennial Census data, or RDD surveys. The main difference is in the way *base year* FMR estimates are developed from each of the sources of survey data. The procedures used to calculate FMRs and the differences in the base year are estimates.

For Federal Fiscal Year 2017, the FMR and its methodology is found at this website:
<https://www.federalregister.gov/documents/2016/08/26/2016-20552/fair-market-rents-for-the-housing-choice-voucher-program-moderate-rehabilitation-single-room>

Application Process I

Applicants may apply for the CoC Program if they meet the eligibility criteria by contacting the Core Service Agency or the designated CoC nonprofit agency in the county. Usually applicants are referred by a case manager. The case manager/ clinician will screen the potential candidates and/or submit a primary application packet consisting of:

- a. Intake Form
- b. Verification of Disability Form
- c. Documentation of Homelessness Form and Verification Documentation
- d. Service Plan
- e. Legal History Form/Consent to Release Criminal History
- f. Documentation of Legal History
- g. Signed Due Process Acknowledgement
- h. Consumer Agreement Form
- i. Federal Privacy Act Form

Upon completion of the above forms, the case manager/clinician must fax the application packet to the Core Service Agency (CSA) in their jurisdiction, unless other arrangements have been made with the CSA and the provider. The CSA will review the application and forward by email to the Homeless Coordinator and/or fax to 410-402-8352 using the prepared Cover Sheet.

The application will be reviewed by the Homeless Coordinator and Director of the CoC Program. BHA will review the application, and will forward a provisional approval or denial letter to the CSA and/or sponsor agency. If approved, the case manager/clinician will assist the client in locating suitable housing that falls within HUD guidelines for the program.

Once housing is located, the case manager will notify the CSA CoC Program grant monitor to arrange for the housing inspection, a determination of rent reasonableness, and completion of the rent calculation form. The case manager will also obtain documentation of the applicant's income. If the unit passes the housing inspection, meets rent reasonableness requirements, and falls within the approved Fair Market Rental Values, the case manager must forward a secondary packet of information to BHA.

The secondary packet consists of the following:

- a. Copy of the completed, but unexecuted lease
- b. Completed housing inspection (HUD-52580-A)
- c. Completed Determination of Rent Reasonableness
- d. Documentation (proof) of rent reasonableness
- e. Completed Rent Calculation Worksheet
- f. Proof of participant's income or a signed Zero Income Statement

BHA will review the second part of the application, and if approved, will forward a Placement Approval to the CSA and/or sponsor agency. Upon receipt of the approval letter from BHA, the applicant may sign the lease with the landlord. Upon execution of the lease, the CSA or sponsor agency must obtain a copy of the executed lease and signed final placement approval letter and forward to BHA to maintain in the applicant's file.

After acceptance into the program, the participant must abide by the conditions of the lease, the Service Plan, the Participant Agreement, and comply with the renewal procedures.

If the applicant's application is denied, BHA will forward a written letter to the CSA and/or sponsor agency explaining the reason/s for denial. The applicant may appeal this decision by sending a request for an appeal within 15 days of the date of BHA's letter. The appeal letter should state the reason for an appeal. The applicant and/or CSA may provide additional documentation to support the application. BHA will review the appeal request and forward the decision in writing to the CSA, the sponsor agency, or referring agency. BHA may also contact the case manager, CSA or applicant for supplemental information to make a determination. A response will be provided within 15 to 30 days of the appeal request.

Intake Form

BEHAVIORAL HEALTH ADMINISTRATION

CONTINUUM OF CARE PROGRAM

Intake Form

Applicant's Name:

Application Date:

Current Living Situation (check one and specify current program if appropriate):

☐ emergency shelter

☐ transitional shelter/housing

☐ place not meant for habitation (streets)

☐ fleeing or attempting to flee from domestic violence

☐ Safe Haven

☐ jail, prison, juvenile facility

☐ other specify:

If currently incarcerated/ institutionalized 90 days or less, indicate living situation prior to incarceration or institutionalization:

☐ Street, park, car, bus station, etc.

☐ Emergency Shelter

☐ Transitional Housing for homeless persons

☐ Living with relatives/friends

☐ Domestic violence situation

☐ Other, please specify

☐ Rental Housing

Address:	Phone:			
City:	State:	ZipCode:		
Date of Birth:	SS#:	Gender:		
Place of Birth:	Age:	M _____	F _____	Trans _____

Other Family Dependents (under 18 years of age) who will be residing with applicant:

<u>Name</u>	<u>SS#</u>	<u>Gender</u>	<u>DOB</u>	<u>RACE</u>

Race:	
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> White	<input type="checkbox"/> Don't Know
<input type="checkbox"/> Multiple Races	<input type="checkbox"/> Refused

Marital Status:	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> D	Domestic Violence:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------	----------------------------	----------------------------	----------------------------	---------------------------	------------------------------	-----------------------------

Ethnicity:	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non-Hispanic
-------------------	-----------------------------------	---------------------------------------

Disability Status:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SMI/Substance Abuse	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SMI/Alcohol Abuse	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SMI/De v. Disab.	<input type="checkbox"/>

Veteran:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Veteran's Benefits:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----------------	------------------------------	-----------------------------	----------------------------	------------------------------	-----------------------------

Is the applicant chronically homeless?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Either (1) an unaccompanied homeless individual or family with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual or family with a disabling condition who has had at least four episodes of homelessness in the past three years.		

Previous Participation in the Shelter Plus Care Housing:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, where:		

Cash Income Received	Monthly Amount	Non Cash Benefits
List others not included below		List all benefits including health care from plan or ACA
SSI	<input type="text"/>	Food Stamps <input type="text"/>
SSDI	<input type="text"/>	Medicare <input type="text"/>
		Number: <input type="text"/>

Social Security Retirement	_____	Medicaid Number:	_____
TANF	_____	TANF Child Care	_____
TCA or General Public Assist.	_____	Veterans Health Care	_____
Veterans Benefits	_____	Other Entitlements	_____
Unemployment Insurance	_____	TDAP	_____
Employment Income	_____		
No Financial	_____		
Other	_____		

Current Diagnosis:

DSM-V Code:

Psychiatric History:

Number of psychiatric hospitalizations: _____

Date of most recent hospitalization: _____

List the dates, locations, length of stays and briefly describe psychiatric history:

All Current Medications:

Dosage/Frequency

Current ability to take medication:

_____Independently

_____Refuses Medication

_____With Reminders

_____Medication

Not Prescribed

_____With Daily Supervision

Legal History:

Is the applicant currently in the detention center?

_____ Yes _____ No

Does the applicant have any previous convictions?

_____ Yes _____ No

Does the applicant have any pending charges?

_____ Yes _____ No

Is the applicant on parole or probation?

_____ Yes _____ No

Has the applicant been found NCR?

_____ Yes _____ No

Is the applicant on (or will be on) Conditional release?

_____ Yes _____ No

Parole or Probation Officer's Name and Phone

#: _____

List all charges and convictions. Please include dates, the status of charges and describe the nature of the charges: _____

*** Please attach or send release papers.

Substance Abuse History

Drug Used (including alcohol)	Period of Use	Frequency	How Used
-------------------------------	---------------	-----------	----------

Drug Last Used	Date	Amount	How Used
----------------	------	--------	----------

Substance Abuse Treatment History (date and location)

A.A. _____ N.A. _____

Detox _____

Inpatient Services _____

Outpatient Services _____

Has the applicant ever been arrested for drug possession or distribution?

____ Yes ____ No

If so, when _____

Medical History:

Name of Primary Medical

Provider: _____

Address: _____

Telephone
Number: _____

Significant Somatic
Issues: _____

Risk Assessment: (Never past week, past month, past year, past 2 years)

Suicide Attempts: _____

Suicide ideation: _____

Aggressive Behavior/Violence: _____

Fire Setting: _____

Type of weapons owned by applicant:

Activities of Daily Living:

What type of meaningful daytime activity
will the applicant be involved in while
participating in the
Continuum of Care
Program? _____

How does the applicant attend to activities of daily living?

____ Independent

____ Needs significant support

____ Needs moderate support

Has applicant signed consent for HMIS participation?

____ Yes ____ No

Has applicant data been entered into the local HMIS?

____ Yes ____ No

Referral Source:

Referring Party: _____

Agency/Program: _____

Agency Phone: _____

Referral Date: _____

Type of
Program: _____

Fax
#: _____

Please check if the referring party is from
the following types of programs:

____ MCCJTP ____ TAMAR

____ Chrysalis House
Healthy Start

____ PATH

____ Other (specify) _____

Additional Comments to support application:

IF THERE ARE NO OTHER ADULT MEMBERS STOP HERE!

PROCEED TO CONSENT AGREEMENT ON THE LAST PAGE

Other Adults (over age of 18 years old including dependents)

PLEASE COMPLETE A SEPARATE FORM FOR EACH OTHER ADULT

<u>Name</u>	<u>SSN</u>	<u>Gender</u>	<u>DOB</u>	<u>RACE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Race:

___ American Indian/Alaskan Native

___ Asian

___ Native

___ Black or African American

Hawaiian or Other
Pacific Islander

___ White

___ Don't Know

___ Multiple Races

___ Refused

Marital Status: _____

Domestic Violence: ___ Yes ___ No

Ethnicity:

___ His
___ pan
___ ic

_____ Non-Hispanic

Disability Status:

___ SM
___ I

_____ SMI/Substance
Abuse

___ SMI/HIV/AIDS

_____ SMI/Alcohol
Abuse

___ SMI/Develop Dis

_____ None

Veteran: ___ Yes ___ No

Veteran's Benefits: ___ Yes ___ No

Cash Income Received

**Monthly
Amount**

Non Cash Benefits

List others not included below

List all benefits including health care from plan or
ACA

SSI

Food Stamps

SSDI

Medicare Number:

Social Security Retirement

Medicaid Number:

TANF

TANF Child Care

TCA or General Public Ass

Veterans Health Care

Veterans Benefits

Unemployment Insurance

Employment Income

Other

Has applicant signed consent for HMIS participation?

___ Yes ___ No

Has applicant data been entered into the local HMIS?

___ Yes ___ No

Consent Agreement for the Continuum of Care Program:

I, _____, agree to release information contained in this application to the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration and the Local Mental Health Authority to determine for the Continuum of Care Program. I understand that this information will not be released to any other party without my written consent.

I understand that this consent is valid for 12 months from the date of my signature. I also understand that the Continuum of Care Program requires me to be involved in supportive services such as case management. I understand that I will be encouraged to participate in some type of meaningful daytime activity such as school, work, volunteering, or other vocational or skill training that I may benefit from while receiving rental assistance through the Continuum of Care Program.

Applicant signature

Date

Witness signature

Date

Service Plan

BEHAVIORAL HEALTH ADMINISTRATION

CONTINUUM OF CARE PROGRAM

SERVICE PLAN

Participant Name: _____

Time Period of this Service Plan (6 month period): _____

Needs/Goals	Measurable Short Term Goals (six month maximum timeline)	Tasks to be performed by Participant:	Tasks to be performed by Case Manager:	Target Date for tasks to be Performed	Outcomes Achieved:
Housing: * Placement in housing * Maintenance of housing					
Increase skills and/or income: * Budgeting * Entitlements * Employment * Educational/ Vocational Training					

Needs/Goals:	Measurable Short Term Goals (1st 6months)	Tasks to be performed by Participant	Task to be performed by Case Manager	Target Date for Tasks to be Performed	Outcomes Achieved
Determination: * Mental Health, Substance Abuse & Medical Services * Case Management & Support Services * Meaningful day-time activity * Legal					

I have participated with my case manager to develop the above service plan and agree to comply with the services listed in the service plan as a condition of participation in the Continuum of Care Program.

Participant's Signature

Date

Case Manager's Signature

Date

**Verification of Disability
Authorization to Release Information**

Continuum of Care Applicant: _____

County: _____

I hereby authorize the release of the information requested below to the Maryland Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of determining my eligibility for the Continuum of Care Housing Program.

CoC Applicant's Signature

Date

_____, has applied for housing through the DHMH Behavioral Health Administration's Continuum of Care Program. The Department of Housing and Urban Development's regulations governing the Continuum of Care Program requires verification of disability as a condition of participation in the program.

This release authorizes you to provide information regarding the physical/mental condition on the above applicant as follows:

1. Does the applicant have a diagnosis of schizophrenia (DSM V 295.10, 295.20, 295.30, 295.40, 295.60, 295.70, 295.90), major affective disorders (DSM V 296.33 and 296.34), Bipolar disorders (DSM V 296.43, 296.44, 296.53, 296.54, 296.63, 296.64, 296.80 and 296.89), delusional disorder (DSM V 297.10), psychotic disorder (DSM V 298.90), schizotypal personality disorder (DSM V 301.22), and borderline personality disorder (DSM V 301.83).

Yes: _____ No: _____ Diagnosis and DSM V Code: _____

2. Has the applicant had the disability for two years or longer?

Yes: _____ Date of Disability: _____

3. Is the disability expected to be of long- continued and indefinite duration?

Yes: _____ No: _____

4. Would the nature of the applicant's disability be improved by more suitable housing conditions?

Yes: _____ No: _____

Physician's Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Physician, Psychiatrist, or
Licensed Professional

Phone Number

Date Completed

Documentation of Homelessness

Please use the following space to have your client describe his or her current and prior living situation. If currently in an institutional (detention center, hospital, etc.) please have them describe their living situation prior to institutionalization. Their living situation prior to institutionalization is required.

On the following page, the agency must attach documentation of homelessness from a third party if practical such as from an emergency shelter, emergency feeding program, etc.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Participant's Signature: _____ Date: _____

Witness Signature: _____ Date: _____

HUD Requirement - Referring Agency's Documentation of Homelessness

Please attach and indicate the documentation (statements from case managers, etc.) of homelessness used:

1. Documentation from an emergency or transitional shelter: _____
2. Documentation from a homeless outreach service: _____
3. Documentation from an emergency feeding program such as soup kitchens, etc.:

4. Documentation from discharge from an institution (referring agency may state attempts to obtain documentation from the institution if written statements cannot be obtained):

5. Existing HMIS Record: _____
6. Other (state): _____

Signature of Referring Agency Staff: _____

Date: _____

Documentation of Legal History

Applicant/Participant Name: _____

Agency Documenting Legal History of the Applicant/Participant: _____

To the agency documenting the Applicant/Participant's legal history:

Please document the applicant/participant's legal history based on records from the local detention center, Circuit Court, District Court, and/or the Criminal Justice Information System and attach a copy of the most recent detention center release papers:

Criminal Charge:

Date of Criminal Charge:

Disposition:

This is to state that the above information is complete and is based on the criminal justice records available to this agency.

Signature of Agency Representative: _____

Title: _____

Date: _____

Documentation of Legal History Consent Agreement

Applicant/participant's authorization to obtain criminal records:

I, _____, hereby authorize the (agency name) _____ to obtain my criminal record/s from the Circuit and/or District Court and/or the Criminal Justice Information System for the purposes of determining eligibility for the Continuum of Care Program. I understand that this information will be forwarded to the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of determining my eligibility for the CoC Program and for the annual recertification to remain in the program. I understand that I may be denied CoC Program rental assistance based on felony or drug related charges.

I understand and agree to the requirement of maintaining my participation in the CoC Program is an annual search of the criminal justice system regarding any criminal involvement and this is part of my annual re-certification process. This consent shall remain in force for the duration of my application process and if I am a CoC Program participant, I will be required to sign this authorization annually.

By signing below, I authorize the _____ (agency) to search for and obtain my criminal records as stated above.

Signature of Applicant/Participant: _____

Date of Birth: _____ Today's Date: _____

Witness: _____

Primary Participant Agreement

I agree to the following in order to participate in the Continuum of Care Program:

- Develop and participate in my Service Plan with the assistance of case management as needed to promote rehabilitation and education;
- Report any changes in household composition and/or income to my case manager;
- Notify my case manager within 30 days if I intend to move or exit the program;
- Pay my rent and utility as stated on my Rent Calculation Worksheet and BHA approval letter;
- Keep my housing unit reasonably clean and in good repair;
- Agree that only individuals listed on the lease and approved by the Continuum of Care Program are living in the Continuum of Care unit (this includes spouse and children who are not listed on the lease);
- Agree to meet with my Continuum of Care Case Manager in the rented Continuum of Care unit, and;
- Abide by the rules and requirements of the landlord as indicated in my occupancy or lease agreement.

I understand that non-compliance with these conditions may result in the withholding of rental assistance through the Behavioral Health Administration Continuum of Care Housing Program.

Date

Participant Signature

Date

Witness

Revised: FY17 DJM

Authorized Resident Agreement For Non-Primary Participating Adult

By deciding to reside in a unit subsidized by the Continuum of Care (CoC) Program, I agree to the following:

- Assist the CoC Participant with complying with the case management, rehabilitation and education indicated on their Service Plan;
- Report income and changes to the CoC case manager;
- Pay 30% of your income to offset the costs of the rent and utilities each month;
- Keep the rental unit reasonably clean and in good repair;
- Abide by the rules and requirements of the landlord per executed lease agreement;
- Contribute to the cost of damages, if any, made to the unit during tenancy;
- Not engage in any illegal activity;
- Not allow unauthorized person to live in the unit;
- Obtain authorization from the program and as indicated on the lease before allowing any person to stay in the unit including family members.

I understand that failure to comply with these conditions may jeopardize my ability to reside in the CoC Program through the Maryland Behavioral Health Administration.

I understand that this agreement is valid for twelve (12) months from the date of my signature.

Date

Authorized Resident Signature

Date

Witness Signature

Revised FY17: DJM

Federal Privacy Act Notice

PURPOSE: Family income and other information is being collected by the Department of Housing and Urban Development (HUD) to determine an applicant's eligibility, the recommended unit size, and the amount the family must pay toward rent and utilities.

USE: HUD uses family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest; and to verify the accuracy of the information furnished. HUD or a public housing agency/Indian housing agency may conduct a computer match to verify the information you provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

PENALTY: You must provide all of the information requested by the public housing agency/Indian housing agency, including all Social Security numbers you, and all other household members six (6) years and older, have and use. Giving the Social Security numbers of all household members six (6) years of age and older is mandatory, and not providing the Social Security numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

AUTHORITY FOR INFORMATION COLLECTION: The following laws authorize the collection of this information by HUD or the public housing agency/Indian housing agency: the U.S. Housing Act of 1937 (42 U.S.C., 1437 et. Seq.), Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and residents to submit the Social Security numbers of all household members at least six (6) years old.

I read, or had explained to me, the Privacy Act Notice on _____.
Date

Signature of Applicant/Participant

Social Security Number

Strategies for Locating Housing

Case managers should conduct outreach to landlords explaining the purpose of the CoC Program. Case managers should inform landlords that the CoC Program is a federally subsidized program funded by the Department of Housing and Urban Development (HUD) to provide housing to persons who are homeless and disabled. Confidentiality laws require that a participant's disability not be revealed by the case manager to the landlord. The case manager should describe the benefits of the program and emphasize that the CoC Program is not the mainstream HUD Housing Choice Voucher. The benefits include:

- Certainty of payment;
- Assurance that the participant or family will receive supportive services;
- Support and intervention if a problem occurs.

Case managers can assist with locating housing by obtaining a list of properties licensed as rental units, and lists of owners who lease in the Housing Choice Voucher Program from the local Public Housing Authority. Other sources of information can be obtained from the following:

- Newspaper ads (including internet versions of newspaper ads);
- Weekly or monthly neighborhood or shopper newspapers that have rental listings;
- “For Rent” signs in the windows or on lawns;
- Bulletin boards in community locations, such as grocery stores, laundromats, churches, and social service offices;
- Real estate companies that handle rental property;
- Websites such as www.apartmentguide.com
www.apartments.com
www.forrentmag.com
www.trulia.com
www.realtor.com
www.zillow.com

As well as other web sites found in local web searches for a particular area.

Leasing Requirements

When a participant is approved to enter the CoC Program, a provisional approval letter is sent to the Core Service Agency. The participant is then authorized to move into an apartment, townhome, or single family for the size approved by BHA. A participant is not allowed to rent a room from family or an unrelated person under the CoC guidelines. The cost of the rent and utilities for the unit must be less than or equal to the Fair Market Rental (FMR) value as indicated on the approval letter. In areas where there is a scarcity of one bedroom units, BHA may approve the participant for a two-bedroom unit that is below or equal to the FMR of a one-bedroom unit. BHA may also authorize approval of placements that are up to \$100 above FMR provided an approval letter from the CSA has been forwarded to BHA stating that there is enough funding in the budget to cover the overage. In no case will BHA approve an overage that exceeds \$100 above FMR.

BHA requires that all initial leases be for a one year term. In special circumstances, BHA will allow a one or six month lease. The unit must only be occupied by those approved to reside in the unit. Dependents under the age of 18 years old, a spouse and/or partner, or live-in aide to assist a participant to live independently are allowed with approval from BHA. Children over the age of 18 are not considered dependents, unless they are enrolled in school or college full-time and documentation is provided. If the child over 18 years of age is working, the adult child may be considered to reside with the participant. However, their income must be counted as a part of the family's income and they must contribute to rent and/or utilities. Friends and relatives beyond the immediate family are not allowed to reside with the CoC participant or family. However, two CoC participants may elect to reside together and share the rent and utility costs. A participant who allows unauthorized persons to reside in the unit may be terminated from the program. A participant who allows unauthorized persons to reside in the unit and subleases the unit for money will be immediately terminated from the program since this constitutes both a lease and program violation and is not subject to the Due Process and Termination Procedures.

After a participant or family locates a unit, the unit must be inspected and meet HQS requirements. An unexecuted lease must be forwarded to BHA for approval prior to the participant or family signing the lease. The lease should have the participant and the family members authorized to reside in the unit names listed, the address for the unit, the targeted start date, the contract rent amount, the amount of the security deposit, and the lease conditions. If a participant signs the lease before approval, BHA will not pay the rent subsidy for the days the unit was occupied prior to BHA's approval. BHA also may deny rental assistance if the unit does not meet rent reasonableness standards. Rent reasonable standards are by definition a change, exception, or adjustment to a rule, policy, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use, rent, and enjoy a dwelling. Therefore, the CSA must thoroughly explain the program's guidelines to the participant before entering a lease agreement.

After one year, the participant may decide to renew their lease or move to another unit. The lease should be renewed for one year if the unit meets HQS requirements and the renewal

paperwork is approved by BHA. Participants and families who do not wish to renew their lease and want to move to another unit must notify the case manager and the landlord in writing at least 30 days prior to the lease end date. A landlord may also decide not to renew the lease. The landlord must also provide notice to the participant or family at least 30 days prior to the end of the lease.

Participants who are evicted due to lease violations may not be allowed to rent another unit under the CoC Program, depending on the circumstances and subject to the CoC Program termination process (see termination policy). Participants who are immediately terminated due to renting out space in their unit for money are not covered by the termination policy and procedures. Participants who are terminated from the CoC Program must begin locating new housing prior to the lease termination or program termination date, whichever occurs first. If the participant leaves a CoC unit for whatever reason and moves into another housing situation for more than 30 days, the participant and its household is no longer considered to be homeless and their CoC Program participation is ended.

Housing Quality Standards (HQS)

One of the goals of the CoC Program is to provide “decent, safe, and sanitary” housing to all of its participants. To accomplish this, HUD has established basic **Housing Quality Standards (HQS)** which all units must meet before rental by individuals and families receiving CoC rental assistance. These standards are found in the regulations at 24 CFR Part 982.401.

HQS establishes a basic “floor” level of minimum acceptable housing quality with respect to the following categories:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke detectors

HQS standards are **not** the same as local building codes (for new construction) or local housing codes (for existing housing). In fact, HQS may seem less stringent than these codes. The reason is that HQS standards are set “high” enough to guarantee a basic level of decent, safe, and sanitary housing nationwide but not too high as to restrict the availability of passable units, or to make large number of habitable units unavailable in areas where supply is more limited.

Core Service Agencies, sponsor agencies, owners/landlords of the units, individuals and families seeking assistance under the CoC program all have a role to play in the process of ensuring that the dwelling unit satisfies the HQS requirements.

Behavioral Health Administration (BHA) will perform the following:

- D. Monitor oversight and adherence to HQS;
- E. Review HQS inspection forms for accuracy;
- F. Require that deficiencies be corrected in 30 days and correct life threatening deficiencies within 24 hours;
- G. Withhold subsidy for repairs not completed in 30 days;
- H. Terminate the rental subsidy if inspections are not conducted annually and renewal paperwork is not submitted;

- I. Consider requesting that a participant move if the unit repeatedly fails the HQS inspection; and
- J. Conduct random Quality Review HQS Inspections of units subsidized through the CoC Program.

CSA's and local housing authorities will perform the following:

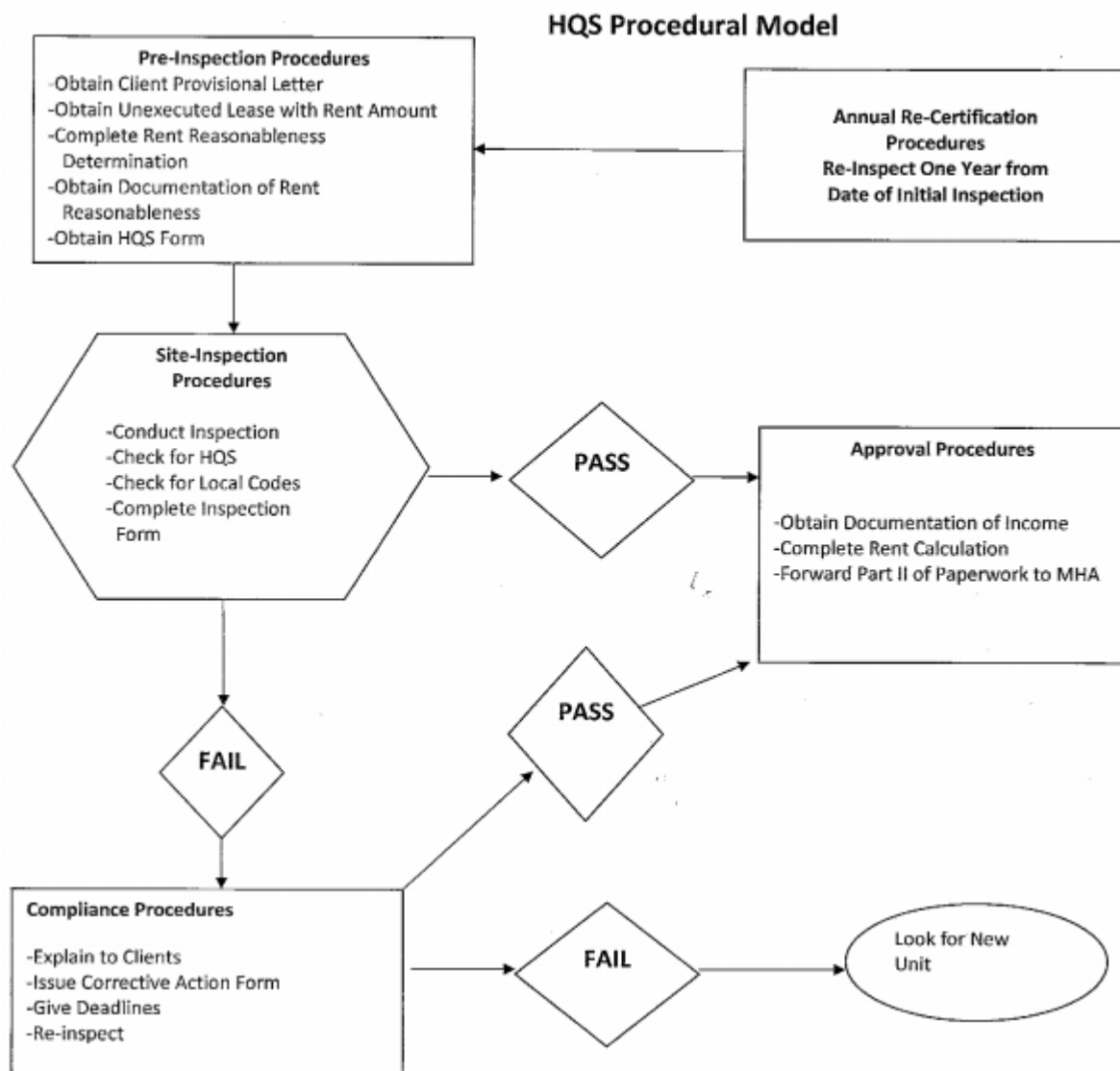
- d. Ensure that all units in the CoC Program, at a minimum, meet the HQS;
- e. Conduct an initial inspection of potential rental units to determine if the unit meets HQS. The CSA will inform the participants and landlords of the inspection results and of any required actions to repair deficiencies in the unit prior to lease signing.
- f. Conduct or contract for annual inspections of CoC units at least 30 days prior to lease renewals and date of last inspection to ensure that the unit continues to meet the HQS. The CSA will inform the participants and landlords of the inspection results and of any required actions to repair deficiencies in the unit prior to lease renewal.
- g. Encourage tenants and landlords to maintain units, at a minimum, up to the Housing Quality Standards.

Owners/Landlords should do the following:

- B. Cooperate with the Core Service Agencies on initial and annual inspections. Make necessary repairs within the required time frame.
- C. Cooperate with the CoC tenant by responding promptly to requests for needed repairs or maintenance;
- D. Comply with the terms of the dwelling lease executed with the tenant or family.

Participants of the CoC Program will do the following:

- Maintain the housing unit by not causing damage to the unit above normal wear-and-tear.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the Core Service Agencies or designated housing inspector on initial and annual inspections.
- Comply with the terms of the dwelling lease executed with the landlord.



Environmental Review

HUD, through the CoC Program, requires that an environmental review be conducted for all tenant and sponsor-based programs. HUD requires all competitive homeless assistance programs adhere to the National Environmental Policy Act (NEPA). Each tenant and sponsor-based program must conduct an environmental review for existing residential properties proposed for use for a CoC participant. The environmental review must document that the property to be leased meets the minimum standards:

1. The unit must not be located within coastal barrier resources designated under the Coastal Barriers Resource Act;
2. The unit must not be located within a coastal high hazard area unless the building is designed for location in a coastal high hazard area;
3. The unit must be free of hazard materials, contamination, toxic chemicals and gasses, radioactive substances where a hazard could affect the health and safety of proposed occupants; and
4. The unit cannot be located within the flood plain.

Environmental reviews will either be conducted through a programmatic review which assesses each identified property prior to its selection for the CoC Program or through an individual review which assesses each identified property prior to its selection for the CoC Program. All environmental reviews will be conducted by the designated staff at the CSA who conducts the HQS inspections or the public housing authority. Documentation from the environmental review must be forwarded to BHA along with the HQS inspection prior to placing the participant in the housing unit.

Policy for Rent Determination and Reporting Income

The CoC grant recipient (BHA) and subrecipient (CSA's) are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:

- (1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
- (2) 10 percent of the family's monthly income; or
- (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.
- (4) Income. Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). (source: CoC Interim Regulations 2011; § 578.77)

All applicants applying for participation in the Continuum of Care Program must provide documentation of income at the time of application or prior to entry into the program, when there is a change in family composition, and annually. Each participant's income will be examined to determine the correct rent payment. Additionally, each participant's income will be re-examined at least annually or when there is a decrease in income. Participants who have a decrease in income may request an interim re-examination to have their rental subsidy adjusted accordingly. Participants who receive an increase in income will not have an adjustment in rental subsidy until the next scheduled annual re-examination or renewal.

The sources of documentation that may be provided as verification of income includes social security award letters, award letters from the local Department of Social Services, an income tax return from the previous calendar year, W-2 forms, or two (2) months of pay stubs from employer. If a participant or family lose their entire income or have no income at program entry, the "Zero Income Statement" form must be completed, signed and forwarded to BHA along with a revised rent calculation form.

Participants must review and sign the Continuum of Care Program "Federal Privacy Act" form verifying that the income reported is accurate prior to entry into the Continuum of Care Program and annually. Participants reporting false information regarding income will result in termination of rental assistance if determined fraudulent.

The participant's or family's payment amount will be determined based on a rent calculation formula (please refer to the Rent Calculation Worksheet) to determine subsidy. BHA will review income documentation and rent calculation worksheet to determine the correct rent payment. BHA will send an approval letter to the CSA which indicates the amount of rental

and/or utility subsidy authorized through BHA's Continuum of Care Program grant and the participant's rent and/or utility contribution. Participants who fail to pay their required contribution may be terminated from the Continuum of Care Program due to violation of program requirements.

Policy for Determination of Rent Reasonableness

BHA must ensure that rents charged by landlords for CoC participants and families are reasonable and may exceed HUD Fair Market Rents (FMR) for unit size and rent standards in each jurisdiction. Per HUD guidance, the maximum amount a recipient is allowed to pay is the amount determined to be “reasonable” even if the amount exceeds the FMR. If rent reasonableness rates are lower than FMRs, the maximum allowable contract rent amount is still capped at rent reasonableness rates. Refer to the HUD Fair Market Rents chart in the manual for each CSA jurisdiction. This is updated annually.

In addition to the HUD FMR, the BHA determination for rent reasonableness involves two comparisons. The CSA or housing inspector must compare the rent for the CoC unit to rents for similar unassisted units in the market place. Second, BHA must compare the rent to rents for similar units in the complex or on the premises.

PLEASE BE AWARE THAT THE HOUSING UNIT MUST BE LOCATED IN THE GRANT RECIPIENT/SUB-RECIPIENTS’ (CSA) CONTINUUM OF CARE DEFINED GEOGRAPHIC AREA.

The rent reasonableness test ensures that BHA does not approve rents that are too high, too low, or excludes higher quality properties from the program. Rent reasonableness must be determined before entering into a CoC lease agreement. BHA cannot authorize placement until the CSA or housing inspector has documented that the charged rent is reasonable. Rent reasonableness must also be conducted if there is any increase in the rent to the landlord. The CSA or housing inspector must determine and document whether the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

In assessing rent reasonableness and determining comparability, BHA must consider:

- Location
- Quality
- Size
- Unit type
- Age of the unit
- Amenities
- Housing services
- Maintenance
- Utilities the owner provides

Owner Certification:

By accepting each monthly housing assistance payment, the owner or landlord certifies that the rent paid to the owner or landlord is not more than the rent charged by the owner for comparable unassisted units in the premises. The owner or landlord must provide information requested by the CSA or housing inspector on rents charged by the owner other units he/she owns or manages.

Special Adjustment to the Owner:

BHA may approve a special adjustment of rent to an owner to reflect the actual and necessary cost associated with owning and maintaining the unit as a result of increases in:

- Real property taxes
- Utility rates
- Cost of utilities not covered by regulated rates

The approved adjusted rent cannot exceed the reasonable rent. BHA may withdraw or limit the term of any special adjustment if the adjustment is approved to cover temporary or one-time costs.

Instructions for Completing Rent Reasonableness Forms:

1. Fill in the appropriate blanks to indicate the type of housing and the amenities provided.
2. Obtain price quotes from comparably sized and appointed unassisted rental units (either from the local newspaper or directly from apartment complexes).
3. If the rent for the CoC unit is comparable or less than the rent for unassisted units, certify that the rent meets reasonableness standards. Attach documentation used from other unassisted units and send to BHA.
4. If the rent for this unit is significantly more than unassisted rents, the unit may not be approved and another housing unit must be located.

**APPLICATION FORMS
PART II**

Maryland Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Baltimore County, Maryland, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of six months, such term beginning on the date of _____, and ending at the time of _____ and date of _____.
2. **RENT.** The total rent for the term hereof is the sum of \$_____ payable on the first day of each month of the term, in equal installments of \$_____, first installment to be paid upon the due execution of this Agreement, the second installment to be paid on the date of _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **SECURITY DEPOSIT.** In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of \$_____, receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, trades people, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent, and Tenant must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland.

The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord must return the deposit to the Tenant together with simple interest which will accrue in the amount of three percent (2%) per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with Tenant's new address.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages. In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord of this Lease, the Landlord has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord as a deposit made by the assignee or sublessee and the Landlord will have no further liability with respect to return of such security deposit to the assignor.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.

The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at Six Hundred DOLLARS (\$600.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall be entitled to keep no more than one (1) domestic dog; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of Zero DOLLARS (\$0.00), Zero DOLLARS (\$0.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty-Five DOLLARS (\$25.00).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. **SPECIAL PROVISION APPLICABLE ONLY TO MONTGOMERY COUNTY: TWO-YEAR LEASE OFFER.** Montgomery County law requires landlords, unless a reasonable cause otherwise exists, to offer all prospective tenants lease agreements for initial terms of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this Agreement, the Tenant acknowledges: [*initial and date one of the following options*]
- _____ a. I was offered and accepted a two-year lease term by the landlord. Date: _____
- _____ b. I was offered but rejected a two-year lease term by the landlord. Date: _____
- _____ c. I received a copy of a written statement in which the landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Montgomery County Commission on Landlord-Tenant Affairs. Date: _____

34. **ADDITIONAL PROVISIONS; DISCLOSURES.**

[Landlord should note above any disclosures about the premises that may be required under Federal or Maryland law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

Date: _____

Inspection Form

Inspection Form

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0168
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number		Date of Request (mm/dd/yyyy)	
Inspector		Date Last Inspection (mm/dd/yyyy)		Date of Inspection (mm/dd/yyyy)	
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number	
A. General Information					
Street Address of Inspected Unit					
City		County	State	Zip	
Name of Family			Current Telephone of Family		
Current Street Address of Family					
City		County	State	Zip	
Number of Children in Family Under 6					
Name of Owner or Agent Authorized to Lease Unit Inspected			Telephone of Owner or Agent		
Address of Owner or Agent					
Housing Type (check as appropriate)					
<input type="checkbox"/> Single Family Detached					
<input type="checkbox"/> Duplex or Two Family Row					
<input type="checkbox"/> House or Town House					
<input type="checkbox"/> Low Rise; 3,4 Stories, Including Garden Apartment					
<input type="checkbox"/> High Rise; 5 or More Stories					
<input type="checkbox"/> Manufactured Home					
<input type="checkbox"/> Congregate					
<input type="checkbox"/> Cooperative					
<input type="checkbox"/> Independent Group Residence					
<input type="checkbox"/> Single Room Occupancy					
<input type="checkbox"/> Shared Housing					
<input type="checkbox"/> Other (Specify)					

B. Summary Decision on the Unit
(to be completed after the form has been filed in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the Item Instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security" in the Living Room.) In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; if "Inconclusive" write in details. Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write those in the space to the right. If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus** a **permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fall just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are not permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant). Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some non hazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units: If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for de minimis level repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1	Living Room Present Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2	Electricity Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3	Electrical Hazards Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5	Window Condition Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light—a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1	Kitchen Area Present Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2	Electricity Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3	Electrical Hazards Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surface exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11	Refrigerator Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12	Sink Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13	Space for Storage, Preparation, and Serving of Food Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

Previous editions are obsolete

Page 6 of 18

ref Handbook 7420.1 form HUD-62560-A (9/00)

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working.

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1	Bathroom Present (See description) Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2	Electricity Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	Electrical Hazards Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	Fixed Wash Basin or Lavatory in Unit Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	Tub or Shower Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	Ventilation Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:
right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location Room Code

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location **Room Code**

_____ right/left/center: the room is situated to the right, left, or center of the unit. 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)

_____ front/rear/center: the room is situated to the back, front or center of the unit. 2 = Dining Room or Dining Area

_____ floor level: the floor level on which the room is located. 3 = Second Living Room, Family Room, Den, Playroom, TV Room

4 = Entrance Halls, Corridors, Halls, Staircases

5 = Additional Bathroom (also check presence of sink trap and clogged toilet)

6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Stairways
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location **Room Code**

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA Inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under the eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass, if the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a O-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements. If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis* level repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat).

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit, check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1	Adequacy of Heating Equipment Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2	Safety of Heating Equipment Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3	Ventilation and Adequacy of Cooling Does the unit have adequate ventilation and cooling by means of operable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4	Water Heater Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5	Water Supply Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6	Plumbing Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7	Sewer Connection Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant.

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built-in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for de minimis level repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
evidence of flooding or major drainage problems,
evidence of mud slides or large land settlement or collapse,
proximity to open sewage,
unprotected heights (cliffs, quarries, mines, sandpits),
fire hazards,
abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1	Access to Unit Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2	Exits Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3	Evidence of Infestation Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4	Garbage and Debris Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5	Refuse Disposal Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6	Interior Stairs and Common Halls Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7	Other Interior Hazards Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8	Elevators Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9	Interior Air Quality Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10	Site and Neighborhood Conditions Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11	Lead-Based Paint: Owner Certification If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

Policy on Deteriorated Paint

Costs related to the stabilization of deteriorated paint to comply with 24 CFR Part 35, especially if the surface to be stabilized exceeds the *de minimus* standards, are often prohibitive. To best serve the interest of participants, the BHA will not allow any unit that does not comply with 24 CFR Part 3 to participate in a tenant-based rental assistance program if the required inspection finds deteriorated paint.

Determination of Rent Reasonableness

Name: _____ SSN: _____

Property location: _____

Type of housing: (Please check all that apply)

- ☐ Single family (# bedrooms _____)
☐ Townhouse/duplex (# bedrooms _____)
☐ Apartment (# bedrooms _____)
☐ Garden style
☐ High rise
☐ Portion of house

Amenities:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Washer |
| <input type="checkbox"/> A/C | <input type="checkbox"/> Dryer |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Garbage disposal |
| <input type="checkbox"/> Storage | |

Location:

- ☐ Transitional area
☐ Access to transportation/services
☐ High traffic/noise
☐ Other (specify) _____

Utilities included:

- | | | |
|-----------------------------------|---------------------------------|------------------------------|
| <input type="checkbox"/> Heat | <input type="checkbox"/> Water | <input type="checkbox"/> Gas |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Sewage | <input type="checkbox"/> Oil |

Rent for this unit: _____

Rent for comparable unassisted units: _____

I hereby certify that the rent charged for this unit meets the rent reasonableness standards of the Continuum of Care Program.

Date

Signature

Documentation of Rent Reasonableness

Comparable Unassisted Units:

	Unit #1	Unit #2	Unit #3
Unit Type			
Number of Bedrooms			
Address			
Unit Age			
Location			
Rent Amount			
Utilities Included			
Refrigerator/Stove			
Amenities			

In accordance with CFR 882.106, I certify that based on the information available to this office, the requested contract rent is: ____ Reasonable ____ Not Reasonable

Certified By: _____ Date: _____

Comments:

A photo or newspaper clipping was reviewed. ____ Yes Please Attach ____ No

Case Manager's Responsibilities

The case manager has a critical role in assisting a participant with obtaining housing and maintaining housing. Every attempt should be made to assist participants with maintaining permanent housing. For all participants in the CoC Program, it is expected that they will have a case manager and the case manager will provide the following services:

1. Case management services, which includes linking participants and families to housing and services;
2. Conduct at least two face to face visits monthly;
3. Monitor a participant's compliance with supportive services;
4. Complete the Supportive Services Documentation forms and forward to the CSA and/or BHA monthly;
5. Monitor a participant's agreement to pay rent and utilities as required;
6. Monitor a participant's compliance with lease requirements;
7. Track vacancies in the local CoC Program;
8. Monitor annual renewal dates and ensure that renewals are completed prior to the lease expiration date;
9. Provide assistance to the landlord to resolve any problems with the CoC tenant;
10. Notify BHA in writing when termination from the program is recommended and follow the Policy for Termination from the CoC Program procedures;
11. Report any changes in the participant's income, family size, and other status changes.
12. Track and report all time spent on allowable administrative services and forward to the CSA and /or BHA monthly.

Individual Support Services Documentation

Client Name: _____

Client Code: _____

Jurisdiction: _____

Month/Year: _____

Type of Services	Match Commitment and Total \$ <i>(Check all that apply)</i>	Number of Contacts	Value Per Contact	Total Value
Annual Assessment				
Moving Costs Assistance				
Case Management				
Child Care Operations/Vouchers				
Education Services				
Employment Assistance/Job Training				
Food (meals or groceries for participants)				
Housing Search and Counseling				
Legal Services				
Life Skills Training				
Outpatient Mental Health Services				
Outpatient Health Services				
Outreach Services				
Outpatient Substance Abuse Treatment				
Transportation				
Utility Deposits				
Total				

I certify that the above information is true and correct to the best of my knowledge.

Date: _____

Signature: _____

Policy for Participant Termination

The recipient or subrecipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same individual or family.

Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate. **HUD has determined that a participant's assistance should be terminated only in the most severe cases.** The termination process is designed to allow due process to the participant who can appeal the termination decision.

The program participant must receive a written copy of the program rules and the termination due process before the participant begins to receive assistance.

Role of the Case Manager

The case manager will assist the participant to avoid jeopardizing their housing placement and participation in the CoC Program. The case manager will inform the participant when his or her behaviors may lead to termination from the program and will develop a written behavioral contract with the participant to resolve the issues that may result in program termination and consequent eviction from the housing unit. The case manager will explain the consequences of continued non-compliance with program and/or occupancy agreements, with the ultimate consequence being termination of rental assistance for violations of program requirements and/or eviction from the premises by the landlords for occupancy agreement violations. If the case manager believes a participant is in jeopardy of eviction or termination of rental assistance, the case manager must notify the Local Behavioral Health Authority (LBHA) and the Behavioral Health Administration (BHA) in writing as soon as possible.

If the participant refuses to enter into a behavioral contract and the program and/or occupancy agreement violations persist, the case manager must recommend the participant's termination from the program to BHA and the LMHA. The case manager must provide written documentation supporting the reasons for program termination and include the behavioral contract noting the degree of implementation and results. If the participant refuses to engage in developing a behavioral agreement, the case manager must state this information in their report to the LBHA and to BHA. Violations for program termination include repeated non-compliance with supportive services, non-payment of rent for two months or more, criminal drug activity, repeated misdemeanor charge(s) or a court conviction for such charges, or a felony charge(s) or conviction.

In situations where the participant or family is involved in violent or criminal activity that endangers the safety of the participant, family members in the household, or the safety of other tenants, the participant may be required to leave the housing unit immediately. In this instance, the case manager will assist the participant with locating other housing arrangements or services.

Eviction Proceedings by a Landlord

If a landlord initiates eviction proceedings against a participant in the absence of a program termination notice, the landlord must follow Maryland State laws regarding the eviction of the participant. The participant must inform the case manager of the eviction proceedings and provide a copy of the landlord's eviction letter and all court summons and eviction notices. The case manager must send a copy to the LBHA and to the BHA CoC Program Director. Legal eviction by a landlord may constitute extreme violation of occupancy requirements and subjects the participant to possible termination from the program and the subsequent ending of rental assistance if the reasons for eviction constitute program violations stated above.

If the Behavioral Health Administration determines that the participant's behaviors warrant beginning the termination process, BHA must inform the local Behavioral Health Authority in writing.

Due Process for Participant Appeals of Program Termination

The LBHA must make a request to terminate the participant from the program along with supporting documentation to the BHA CoC Program Director for approval before taking adverse action such as terminating a participant from the CoC Program. BHA may approve the termination request, request additional information, or direct the LBHA to explore alternatives to program termination.

There are two levels of due process for participant appeals.

1) Participant appeal to the LBHA

If BHA approves the LBHA request to begin termination proceedings, the LBHA must provide a written letter to the participant informing the participant of the termination decision along with the reasons for termination, and the date of termination from the program that will result in ending the rental subsidy and/or eviction from the unit if the landlord is a sponsor agency. **The Behavioral Health Administration has two time frames for termination based on the type of program. For tenant-based participants a 30 calendar day written notice must be provided. For sponsor-based participants, a 45 calendar day written notice must be provided to the participant by the sponsor agency or landlord.**

The letter must also provide the participant an opportunity to appeal the termination decision,

state the appeal process including the deadline date for the appeal, the person to be contacted to schedule an appeal hearing, and an appeal form to be completed by the participant if applicable.

The participant has thirty (30) calendar days to request an appeal hearing from the date of receipt of the termination letter from the LBHA.

The LBHA must convene an appeals panel within ten (10) business days of receipt of the participant's appeal request. The local appeals panel must consist of at least three (3) members of a different LBHA that will render a decision. The participant must attend the appeal hearing and be provided a means of transportation to the hearing if requested by the participant. The participant must have an opportunity to state their reasons for remaining in the CoC Program. Failure on the part of the participant to attend will automatically uphold the termination decision unless the participant has made good faith efforts to contact the LBHA prior to the appeals hearing stating the reasons for not being able to attend. The case manager and a representative of the LBHA that initiated the termination decision may attend the appeal hearing.

The LBHA appeal panel must render a decision within ten (10) business days after the appeals hearing and convey the decision in writing to the participant. If the decision to terminate is upheld, the participant has the right to the second level of appeal to BHA within ten (10) calendar days after receipt of the written LBHA appeal panel's decision.

If the participant demonstrates progress by complying with services by making rent payments or complying with conditions of his/her lease, the termination may be rescinded by the LBHA. If a landlord or sponsor agency is evicting the participant, only the landlord or the court can rescind this decision.

2) Participant Appeal to Behavioral Health Administration

If the participant's appeal to the LBHA results in the termination being upheld, the participant has the right to appeal to BHA whose decision is binding. The LBHA must provide an appeals form to the participant that can be mailed to the BHA CoC Program Director. The participant can also request that the LBHA deliver their appeal request directly to BHA on their behalf.

Upon receipt of the appeal request, BHA must convene an appeals panel within ten (10) business days to render a final decision. The appeals panel must consist of the BHA CoC Program Director (or his/her designee) and at least two (2) members of a LBHA that were not involved in the first level appeal process. The participant must attend the appeal hearing and be provided a means of transportation to the hearing if requested by the participant. The participant must be given the opportunity to present their reasons for remaining in the CoC program. Failure on the part of the participant to attend will automatically uphold the termination decision unless the participant has made good faith efforts to contact BHA prior to the appeals hearing stating the reasons for not being able to attend. The LBHA that determined the first level of termination is required to attend the appeal hearing.

The BHA appeals panel must render a decision within ten (10) business days and provide written notice to the participant and the participant's LBHA. The BHA appeals panel will:

- 1) Uphold the LBHA termination decision. In this case, BHA will direct the LBHA to cease the rent payments to the participant's landlord in the thirty (30) or forty-five (45) day time frame.
- 2) Uphold the participant's appeal and allow the participant to remain in the program. BHA will then direct the LBHA to continue rent payments and services.
- 3) Allow the participant to remain in the CoC Program contingent on the participant's agreement to comply with a new behavioral/service contract or accept the appeals panel's condition(s) to remain in the program. BHA will direct the LBHA to enter into the new behavioral contract and to inform BHA of the participant's progress within thirty (30) days. If the participant fails to carry out their obligations agreed to at the BHA appeals hearing, the BHA appeals panel may change their decision and terminate the participant from the CoC Program. BHA will direct the LBHA to cease rent payments within the required time frames stated above.

If the participant complies with the behavioral contract for a sixty (60) day period as reported by the LBHA, the BHA appeals panel may overturn the termination decision in its entirety. During the appeal process the rent and utility subsidy must continue to be paid by the local mental health authority (LBHA).

Due Process Acknowledgement

This is to inform all applicants and participants in the Continuum of Care Program of their due process rights in the event of an adverse action by the program such as termination. All participants have the right to appeal a termination decision that results in the loss of their rent subsidy and other services. The following are the steps to terminate a participant from the CoC Program and the participant's due process steps to appeal the termination decision:

1. In the event of a decision to terminate a participant from the CoC Program, the case manager will verbally inform the participant and attempt to develop a written contract delineating the responsibilities of all concerned parties to avoid a termination action.
2. If the case manager and the local mental health authority (LMHA) determine that the contract is not being followed by the participant, the LMHA will inform the Maryland Behavioral Health Administration (BHA) of their recommendation to terminate the participant from the program.
3. If the Maryland Behavioral Health Administration agrees with the LMHA's recommendation to terminate, a written letter will be sent to the participant by the LMHA with the date the termination and rental subsidy will end. The letter will have instructions for the participant to appeal this decision.
4. The participant will have thirty (30) calendar days after receipt of the termination letter to appeal the decision by returning a letter requesting an appeal to the LMHA.
5. After the LMHA receives the letter to appeal from the participant, the LMHA will conduct an appeal hearing within ten (10) business days (normally Monday through Friday) that the participant must attend in order to present their case.
6. The LMHA appeal panel must render a decision and inform the participant of their decision in writing within ten (10) business days following the appeal hearing.
7. If the participant disagrees with the LMHA appeal panel's decision, the participant may request a second level of appeal to the Maryland Behavioral Health Administration within ten (10) business days after receipt of the LMHA appeal panel's letter of the decision.
8. The participant will be provided a letter and envelope addressed to BHA to request the appeal. BHA will conduct the appeal hearing within ten (10) business days of receipt of the appeal request. The participant must attend the hearing to present their case.
9. The BHA appeal panel will inform the participant and LMHA in writing within ten (10) business days following the appeal hearing of their decision.
10. BHA may decide to uphold the termination, cancel the termination, or provide conditions the participant must meet to remain in the program and designate a follow-up progress report. If progress is not demonstrated by the participant to meet the BHA appeal panel conditions, the decision to terminate will be made. Likewise, if the participant demonstrates satisfactory progress towards meeting the conditions stated by BHA to remain in the program, the termination will be rescinded. The decision by the BHA appeal panel is final and cannot be appealed further.

Composition of the Appeal Panel

The LMHA appeals panel shall consist of members of other LMHAs that are not party to the termination decision.

The BHA appeals panel shall consist of members of LMHAs that are not party to the termination decision and the Director of the BHA CoC Program or his/her designee.

What are the factors leading to the decision to terminate a participant from the CoC Program?

The LMHA will only recommend termination as a last resort. Usually, participants are terminated for multiple reasons which may include failure to pay rent, , violating key lease or occupancy agreement conditions, violence, using and selling illegal drugs, and committing felony offenses. Compliance to the agreed upon service agreement to obtain or seek treatment, income, and other services is also a factor.

If the participant makes substantial progress in resolving the reasons for program termination, the LMHA may rescind the termination at any point in the process.

I acknowledge the above due process and termination procedures, have received a copy of this form, and understand or have had them read and/or explained to me.

Applicant/participant signature

Date

CoC Program representative signature

Date

Notice of Termination from the Continuum of Care Program

Date: _____

Dear _____:

This letter is to inform you that you will be terminated from the Continuum of Care Program on _____. This means that you and your household will no longer receive a rent subsidy from this program as of that date.

The reason(s) for terminating you from the CoC Program are as follows:

This decision is made after careful consideration of your compliance with your rental/occupancy agreement and your service plan.

You have several options.

- a. If you agree with this decision, you should vacate your housing unit by the above date of _____ or make arrangements with your landlord to pay full rent and no subsidy from the Local Mental Health Authority (LMHA) or BHA in order to remain in the unit. . Your case manager can work with you and your household to locate other housing options if you wish.
- b. If you disagree with the above stated reasons for the termination, you may request an appeal hearing of this termination decision by completing the enclosed Request to Appeal Termination from the Continuum of Care Program form and returning it to us by _____. We have also enclosed a copy of the Due Process Acknowledgement that you signed upon CoC Program entry and/or re-certification. Your case manager can assist you in completing the Request to Appeal Termination form. We must have this form completed in writing in order to begin the appeal process. During the appeal process, your rental subsidy will continue.

We regret having to take this action. Please review these options and let your case manager know as soon as possible how you wish to proceed. Please feel free to discuss this situation with

your case manager to help you arrive at a decision.

Sincerely,

Enclosures: Request to Appeal Termination form
Due Process Acknowledgement

CoC Notes

Policy for Supportive Services Documentation

HUD requires a match equal to or greater than 25% of the total grant request for all eligible costs including Rental Assistance and Administrative costs but excluding Leasing costs (i.e., Leased Units and Leased Structures). The match amount could be all cash, all in-kind contributions, or a mixture of both, and used for any CoC Program eligible activities the project applicant chooses. Supportive services are included as an eligible project activity. The match may come from Federal, State or private sources. However, all matched funding sources cannot come from other CoC funded programs. CoC participants must be provided a variety of supportive services as identified in their service plan.

The case manager will inform the participant of the need to obtain information about the supportive services received through this program, and the need to provide this information to HUD as part of a reporting process. The case manager will make arrangement with participants and/or service providers to monitor participation in services. Each month the case manager will complete the Individual Support Services Documentation on each participant in the program on a calendar month basis. The case manager will determinate which services received fit into each category of services listed and enter the number of contacts, the value per contact, and the total value of services. If a participant receives more than one type of service with the same category, especially if the value differs, the case manager should group the types of services and enter the number of that type followed by a slash (/) and the next type of services. The values per contact should be entered in the same fashion such that values are in the same sequential order as the number of contacts. For example, a person may receive the following services:

Substance abuse assessment (1) at \$150,
The entry should be as follows:

Type of Service	Number of Contacts	Value per Contact	Total Value
Alcohol/drug abuse counseling	1	\$150	\$150

The value of services may be computed by two methods:

1. Actual costs incurred (service provider will need to provide a statement indicating the actual cost)
2. Billing costs (for insurance, etc.)

BHA does not have the values for non-behavioral health types of services, such as GED classes or supervision by the Division of Parole and Probation, since these are not billed under the Public Behavioral Health System. In such instances, the case manager should obtain a best estimate from the service provider for the value of the services they provide on a per-session

basis. The service provider should be asked to provide a written statement estimating the value of their service. These statements should be kept on file by the case manager and updated on an annual basis.

Upon completion of the Individual Support Services Documentation, the case manager should compile all the forms for participants in the program and forward to the CSA. The Individual Support Services Documentation forms should be sent to the Program Director of the CoC Program by the 15th of each month immediately following the designated prior month reporting period and including all the invoices and reconciliations.

Documentation Requirements

BHA will retain a case file for all participants and families referred to the CoC Program. Case managers should also retain a case file which includes the CoC intake, signed releases, service plans, housing inspections, determination of rent reasonableness and documentation, and contact or progress notes. All service plans must be reviewed at least every six months with the participant or family annually. In addition to these forms, a copy of the supportive services forms should also be retained in the case files.

CSAs must retain copies of all fiscal records, supportive services documentation, housing inspections, and administrative tracking forms.

Procedures for Annual Housing and Participant Re-certification

Housing Unit Recertification

The Department of Housing and Urban Development (HUD) requires that housing units occupied by a CoC Program participant or family be inspected annually for housing quality as stated in the following paragraph:

Within thirty (30) days prior to the one year lease expiring and the last housing inspection conducted, arrangements should be made to have the unit inspected using the same criteria used for the initial inspection. If the unit does not pass, repairs or correction of deficiencies must be made within 30 days after the re-inspection and before the participant is allowed to renew their lease. A copy of the housing inspection must be forwarded to BHA prior to the initial lease expiring. The following forms must be forwarded to BHA for each program year for each participant:

1. Updated copy of lease
2. Housing Quality Inspection Report

Participant Re-certification

CoC participants must be recertified for eligibility and to measure their progress in the program annually. The case manager is primarily responsible for this process and must forward the following updated forms for the program year to BHA for each participant:

1. Rent Calculation Form
2. Documentation of Income
3. Signed Consent to Release Information
4. Signed Participant Agreement
5. Service Plan
6. Signed Termination Agreement
7. Documentation of Legal History
8. Signed Federal Privacy Act
9. Zero Income Statement if applicable

If renewal documentation is not received by BHA 30 days after the renewal date, BHA will not approve payment of subsidy and the CSA must stop the rental payment to the landlord. Re-certifications must be conducted for all subsequent years the participant resides in the Continuum of Care Program using these procedures. Please contact the Director of the Continuum of Care Program at (410) 402-8350 if you have any further questions.

Documentation of Legal History (Renewal)
Disclosure of Legal History/Consent to Release Information

For participant's annual recertification (check one):

_____ I certify that there are no pending criminal charges or criminal convictions and that my legal history has not changed since my last recertification or initial certification.

OR

_____ I certify that I have the following pending criminal charges against me at this time:

I, _____, hereby authorize the (agency name) _____ to obtain my criminal record/s from the Circuit and/or District Court and/or the Criminal Justice Information System for the purposes of determining eligibility for the Continuum of Care Program. I understand that this information will be forwarded to the State of Maryland Department of Health and Mental Hygiene, Behavioral Health Administration for the purpose of determining my eligibility for the CoC Program and for the annual recertification to remain in the program. I understand that the CoC will not exclude me from participating based on misdemeanor charges. I understand that this consent remain valid and in force for a period of one year.

I understand that if I fail to disclose, or give false information, pertaining to the CoC Program application, I may forfeit my participation in this HUD regulated housing subsidy program.

By signing below, I acknowledge that this consent has been explained to me and that I understand and agree to its terms as stated above.

Signature of Applicant/Participant: _____

Date of Birth: _____

Today's Date: _____

Witness: _____

Policy for Participant's Change in Status

When to Report a Participant's Change in Status

There may be times when a participant or family's status will change while participating in the CoC Program. Such changes include the birth of a child, obtaining custody of a child, marriage, income change, need for live-in aide due to health related issues, death, psychiatric hospitalization, incarceration or a move. All changes in a participant's or family's status must be reported to BHA immediately. Changes should be reported in the following manner:

- Changes due to birth of child or obtaining custody of a child, and changes due to health related issues or marriage should be submitted in writing to the Director of the CoC Program at BHA. The Director will review all requests to determine whether funding will allow for an increase in unit size and/or if the additional family member or spouse meets the eligibility criteria to reside in the subsidized CoC Program unit.
- Changes due to income changing should be submitted to the CoC Homeless Coordinator at BHA. A revised rent calculation form should be completed and updated documentation of the participant or family's income should be obtained and sent to BHA within 30 days of change. Please review policy for reporting income changes before submitting to BHA.
- Changes due to hospitalization, incarceration, death, or a move should also be sent to the CoC Homeless Coordinator BHA. A status change form should be completed and sent to BHA within one week after notification of the participant or family's change.
- In instances when a death occurs in a family, and the deceased was the eligible participant, the family remaining in the unit will be allowed 90 days to locate alternative housing or make arrangements with the landlord to pay the full rent. The case manager should also meet with the household members to determine if family composition should be reviewed to further define if the spouse and/ or partner has a disability and meet the criteria of the CoC Program so the family can remain in the unit. If the spouse and/or partner does meet the criteria, part (1) one of the application process should be completed.

STATUS CHANGE FORM

Please complete the Status Change Form for the Continuum of Care participants/clients leaving the CoC Program, relocating to another unit or jurisdiction, hospitalized and/or incarcerated.

CoC Participant/client's Name: _____

Address: (Building/ unit #): _____

Date Status Change: _____

Is the Continuum of Care participant leaving the Continuum of Care Program?

Yes _____ No _____

Reason for Leaving
(please check one)

- _____ Voluntary Departure
- _____ Non-payment of rent
- _____ Non-compliance with supportive services
- _____ Disappeared
- _____ Criminal activity
- _____ Death
- _____ Other (please specify)

Destination
(please check one)

- _____ Alternate housing with support services
- _____ Other subsidized independent housing
- _____ Non-subsidized housing
- _____ Moved with family/friends
- _____ Psychiatric hospital
- _____ Inpatient substance abuse treatment facility
- _____ Other hospital
- _____ Jail/Prison (specify charges)

- _____ Same charge () New charge ()
- _____ Places not meant for human habitation
- _____ Emergency shelter
- _____ Transitional shelter
- _____ Other (please specify) _____

If the Continuum of Care participant/client is relocating to another unit or transferring to another jurisdiction please note new address:

Reason for relocation or transfer:

Source of Income at Entry: _____

Amount of Income at Entry: _____

Sources of Income at Exit: _____

Amount of Income at Exit: _____

Income at End of Year: _____

Amount of Increase or Decrease: _____

Rent Calculation Worksheet

MARYLAND BEHAVIORAL HEALTH ADMINISTRATION
CONTINUUM OF CARE PROGRAM
Rent Calculation Worksheet

Name: _____	# Bedrooms:	1
Address: _____	# Dependents:	0
	# in Household	0

Income Source/s:.....	
1. GROSS ANNUAL INCOME.....	\$0.00
A. 10% Annual Gross Income /12 Months.....	\$0.00
2. ALLOWANCES:	
A. # of Dependents: \$480	\$0.00
B. Child Care (to allow gainful employment) Enter anticipated unreimbursed expenses for care of children under 12, and which will allow a household member to work or pursue education. It may not exceed the amount of income from such work.	\$0.00
C. 1. Non-reimbursed medical expenses	\$0.00
2. Less 3% Gross Annual Income.....	\$0.00
3. Deduction (1 - 2).....	\$0.00
D. Allowance for the elderly/handicapped) (\$400).....	\$0.00
E. Total Allowances (A + B + C + D).....	
3. INCOME AFTER ALLOWANCES (1 - 2).....	\$0.00
A. Income after allowances / 12 Months	\$0.00
B. 30% Monthly income after allowances	\$0.00
4. CONTRACT RENT	\$0.00
5. ALLOWANCE FOR UTILITIES	
Heating: Natural Gas / Bottle Gas / Oil / Electric.....	\$0.00
Air Conditioning (if allowed):	\$0.00
Hot Water: Natural Gas / Bottle Gas / Oil / Electric	\$0.00
Cooking: Natural Gas / Bottle Gas / Oil / Electric.....	\$0.00
Other Electric: Lighting, refrigeration, etc.....	\$0.00
Water:	\$0.00
Sewer:	\$0.00
Trash Collection:	\$0.00
Ranges:	\$0.00
Refrigerator:	\$0.00
TOTAL UTILITY ALLOWANCE.....	\$0.00
6. GROSS RENT (4 + 5) (Cannot exceed # 7 below).....	\$0.00
7. FAIR MARKET RENT	\$0.00
8. TOTAL FAMILY CONTRIBUTION--the greater of either: 1A or 3B	\$0.00
9. CLIENT'S RENT	
TOTAL SUBSIDY PAYMENT	\$0.00
Client Utility Contribution.....	\$0.00
Client Rent Contribution.....	\$0.00
Utility Subsidy.....	\$0.00
Rent Subsidy	\$0.00

Preparer's Signature _____ Date _____

I agree to pay the family contribution listed in #9 each month. I understand that failure to pay my portion of the rent or utilities may result in termination from the program or eviction by the landlord.

Signature _____ Date _____

Over FMR Calculations	
Contract Rent	\$0.00
Utility Estimate	\$0.00
Total	\$0.00
Family Contribution	\$0.00
Adjusted Total	\$0.00
Family Contribution	\$0.00
Utility Estimate	\$0.00
Consumer Rent	\$0.00
Contract Rent	\$0.00
Consumer Rent	\$0.00
Program Subsidy	\$0.00
Over-ride Amount	\$0.00

Table for partial monthly payment

	Utilities	Rent	Total
Client Co-payment	\$0.00	\$0.00	\$0.00
MHA Subsidy	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

Day of Month subsidy begins: 1
No. of Days in Month: 31

	Utilities	Rent	Total
Client Co-payment	\$0.00	\$0.00	\$0.00
MHA Subsidy	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00

Zero Income Statement

I, _____ certify below that:

(APPLICANT'S NAME)

I am not receiving any income from any source including employment, Federal, State, or local government cash assistance, or cash assistance from any organization.

Income means cash income resulting from employment, pensions, retirement income, veterans benefit payments, disability payments, unemployment insurance, workman's compensation, Social Security, or any other source of income. Income does NOT include benefits such as Food Stamps, medical insurance or services or benefits that are not cash payments to me.

The Purpose of this Declaration is part of the eligibility determination for my participation in the Continuum of Care Program that provides permanent housing with rental assistance and services. I understand that any false statements or information given by me may result in denial and/or termination of housing assistance.

I also agree that as a requirement for participating in the Continuum of Care Program, I will work with _____ to obtain those income resources to

(CSA/PROVIDER'S NAME)

which I may be entitled or eligible for under and Federal, State, or local agencies within _____ County.

(JURISDICTION)

Applicant's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Owner Certification Form

Continuum of Care Participant: _____

Water Heater

I certify that the water heater located at _____ has been properly installed with a pressure relief valve and discharge line in accordance with the Housing Quality Standards (HQS) Guideline Section 7.4 and the appropriate installation codes.

Signature Owner/Representative

Date

Furnace

I certify that the primary heating unit (furnace) located at _____ has been property serviced and is in good working condition in accordance with Section 7.2 of the HQS Inspection Guidelines.

Signature Owner/Representative

Date

Mobile Tie Downs

I certify that the manufactured mobile home located at _____ is tied down on all four (4) corners in accordance with Section 6.7 of the HQS Guidelines.

Signature Owner/Representative

Date

8.11 Paint Certification

I certify that the defective paint in/on the unit located at _____ has been properly treated in accordance with 24 CFR 35 (9/1/00). I further certify that in the treatment of the surface lead based paint was not used.

Signature Owner/Representative

Date

Gas, Electric and Appliances

I certify that the gas and electric, including electrical outlets and appliances are working properly at _____. I understand that the Behavioral Health Administration will authorize the perspective tenant of the Continuum of Care Program to obtain utility service so that the Housing Quality Standards Inspection can be completed. If the gas and electric, including electrical outlets and appliances are not working properly the tenant's placement in the unit will be denied.

Signature Owner/Representative

Date

To Be Completed by Housing Inspector/Core Service Agency if the Certification for Gas, Electric and Appliances has been signed by the Owner:

I, _____, Housing Inspector for the Continuum of Care Program will re-inspect the unit located at _____ within three (3) business days from the date the tenant obtains utility service so that a determination can be made regarding whether the unit meets HUD's Housing Standards Requirements. I understand that failure to re-inspect the unit within three (3) business days will result in a denial of placement approval by the Behavioral Health Administration.

Continuum of Care Program Housing Inspector/CSA Monitor

Date

To be completed by the Continuum of Care Program Applicant:

I, _____, applicant for Continuum of Care Program understand that provisional placement approval has been granted to me so I can obtain utility service and a housing inspection can be completed for the unit that I am interested in renting which is located at _____. I understand that if the gas and electric, electrical outlets and appliances are not working properly, I will not be approved for rental assistance under the Continuum of Care Program for the unit.

Continuum of Care Program Applicant

Date

CoC Notes

Policy Regarding Administrative Cost

The Department of Housing and Urban Development (HUD) allows Continuum of Care (CoC) Program grantees to utilize a portion of its grant award based on a locally determined process with the CoC for administrative cost (up to 7% or whatever HUD has determined to be the administrative cost for the NOFA cycle). The Department of Health and Mental Hygiene (DHMH), Behavioral Health Administration (BHA) is grantee for the state's Continuum of Care Program. BHA may retain the allowable administrative cost to cover staff salaries, program administration, preparation of reports and other documents directly related to the program for submission to HUD, and etc. or allocate a portion to the Core Service Agencies (CSAs). The CSA may elect to retain its entire share of the administrative funds and perform all of the remaining program administrative functions, or award a portion of the allowable funds to a sponsor or nonprofit agency to assist with administering the CoC Program.

All agencies receiving administrative funding must keep a record of the amount of time spent carrying out the administrative tasks. Please refer to the Administrative Time Tracking Form. The Administrative Time Tracking Form must be submitted to BHA monthly along with the CSA's invoice or reconciliation. A copy should also be available and presented upon request to the Department of Housing and Urban Development (HUD) and BHA when there is an audit of the Continuum of Care Program.

HUD has specified two categories of direct pecuniary aid furnished to CoC contributions that are allowable in Rental Administration and General Administration Costs:

- **Rental Administrative Cost**

The specific costs charged to Rental Administrative Cost are those that were the former Shelter Plus Care general administrative costs which include the following:

- (A) Receiving new participants into the program
- (B) Providing housing information and search assistance
- (C) Determining participant income and rent contributions
- (D) Inspecting units for compliance with Housing Quality Standards; and
- (E) Processing rental payments to landlords

- **General Administrative Cost**

The recipient or subrecipient may use up to 7 percent or the approved CoC Administrative Cost determined prior to submission of the CoC Application of any grant awarded under this part, excluding the amount for Continuum of Care Planning Activities and UFA costs, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 578.43 through § 578.57, because those costs are eligible as part of those activities. Eligible administrative costs include:

1. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

- (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

- (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;

- (B) Developing systems for assuring compliance with program requirements;

- (C) Developing agreements with subrecipients and contractors to carry out program activities;

- (D) Monitoring program activities for progress and compliance with program requirements;

- (E) Preparing reports and other documents directly related to the program for submission to HUD;

- (F) Coordinating the resolution of audit and monitoring findings;

- (G) Evaluating program results against stated objectives; and

- (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

- (ii) Travel costs incurred for monitoring of subrecipients;

- (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and

- (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

2. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.

ADMINISTRATIVE TIME TRACKING FORM

Staff: _____ **Month:** _____ **Year:** _____

DATE	HOURS	CONSUMER ID	ACTIVITY
TOTAL HOURS:			

Staff Signature: _____

Supervisor Signature: _____

Policy for Billing/Reconciliation

The Core Service Agency (CSA) will submit to the Behavioral Health Administration (BHA) the one-page invoice (nonprofits) or reconciliation form (health departments) for rental and utility assistance paid, and allowable administrative costs for participants in the Continuum of Care (CoC) Program. The payment requested by CSAs must equal the amount approved by BHA for each participant or family plus any allowable administrative costs that are documented.

Process for Nonprofit CSAs

All nonprofit CSAs must submit an invoice by the 15th of each month along with supportive service documentation for each participant in the CoC Program. CSAs are allowed to use up to the current allowable administrative cost per the HUD funding award for eligible administrative activities as determined by HUD and as outlined in BHA's Policy and Procedures Manual under "Eligible Administrative Costs." CSAs must document administrative functions performed using BHA's Administrative Time Tracking Form and submit it to the CoC Fiscal and Data Coordinator at BHA's Office of Adult and Specialized Behavioral Health Services along with the monthly reconciliation form. Match commitments should be documented on the Supportive Services forms, or in the case where the match is a cash match, should be documented with payroll records and/or the general ledger. General Administrative costs must be requested on the invoice (or the reconciliation form for Health departments) and must not exceed the grant's allowable general administrative costs. Payment will be issued by the State's Banking Services Division in Annapolis and will be made payable to the CSA. The CSA and sponsor agency, if applicable must maintain fiscal records for expenditures under the CoC Program and are subject to audit by BHA and HUD.

Process for Health Departments

All CSAs that are health departments or retrieve funding for CoC participants from DHMH through FMIS must submit a reconciliation form by the 15th of each month along with supportive services documentation and a copy of the FMIS withdrawal report which provides detailed payment information for funds received through FMIS. Match commitments should be documented on the Supportive Services forms, or in the case where the match is a cash match, should be documented with payroll records and/or the general ledger. CSAs must also document administrative functions performed using BHA's Administrative Time Tracking Form and submit it monthly at the same time the reconciliation form is submitted. The CSA and sponsor agency, if applicable, must maintain fiscal records for expenditures under the CoC Program and are subject to audit by BHA and HUD.

Invoices and reconciliations which are not approved due to discrepancies or outstanding renewal paperwork will be notified within 45 days of receipt of invoice or reconciliation by the CoC Fiscal and Data Coordinator via email or letter. Funds retrieved through FMIS which are not approved by BHA must be returned to DHMH.

Invoice

[illegible]

Homeless Management Information System (HMIS) Policy

HUD requires all CoC recipients to use the HMIS to record client and program level data and to make that data available to its CoC HMIS Lead for its reporting purposes. The HMIS must be used by each HUD recipient to complete the Annual Performance Report (APR) and the Grant Inventory Worksheet. HUD will only accept program data that is generated by HMIS.

Each CoC has a designated HMIS Lead Agency that is responsible for ensuring that all HUD CoC recipients have an approved HMIS operating within the CoC. This includes providing hardware, software, training, and ongoing technical support. The HMIS Lead Agency must report to HUD on the Annual Homeless Assessment Report (AHAR) using HMIS data from each recipient that is generated on the CoC level. The annual Notice of Funding Availability (NOFA) process also uses HMIS data to report CoC level performance measures.

BHA, as the HUD recipient agency, completes the Exhibit Two (NOFA) and the APR for each sub-recipient. Only HMIS data is acceptable for HUD reporting purposes. Therefore, it is important for each sub-recipient to ensure that their HMIS data is current and accurate at all times. BHA requires that each sub-recipient submit quarterly APR reports by the tenth of April, July, October, and January to their contract monitor. By reviewing APR data on a quarterly basis, any data problems and performance issues can be identified early to ensure that the final APR to HUD is accurate.

Each CoC and recipient agency and sub-recipient in the case of the BHA program must also ensure that each HMIS follows HUD approved Privacy standards that are found in the HUD Final Data Standards of 2010. Each sub-recipient must also ensure that their HMIS is HIPAA compliant if required.

Each program participant must sign the HMIS Authorization to allow their information to be put into the HMIS and/or to allow the information to be shared with other CoC providers that are party to the CoC wide HMIS Participation Agreement. Each CoC makes the decision to share or not to share certain client level information with the HMIS.

HMIS is currently following the HUD 2010 Final Data Standards for HMIS which is found on this link and is included in this manual:

<https://www.hudexchange.info/news/federal-partners-release-final-2014-hmis-data-standards/>

As of this writing, HUD has released a revision to the 2010 Data Standards which clarifies many data elements and updates HMIS since 2010(Released May 2014). It is found on this link:

<https://www.onecpd.info/resource/2917/2013-draft-hmis-data-standards/>

SAMPLE LETTERS

Letter Provisional
Approval



STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
BEHAVIORAL HEALTH ADMINISTRATION
**OFFICE OF ADULT & SPECIALIZED
BEHAVIORAL HEALTH SERVICES**

Spring Grove Hospital Center
Mental Hygiene Administration- Dix Building
55 Wade Avenue
Catonsville, MD 21228
Telephone: (410) 402-8353 Fax: (410) 402-8352

Brian Hepturn, M.D., Executive Director
Mental Hygiene Administration
Brian.Hepturn@maryland.gov

Marian V. Bland, LCSW-C, Deputy Director
Office of Clinical Services Division
Marian.Bland@maryland.gov

**MARYLAND MENTAL HYGIENE ADMINISTRATION
CONTINUUM OF CARE HOUSING PROGRAM**

MEMORANDUM

Provisional Approval

TO: Contact Name
Core Service Agency/ Case Management Company, etc.

FROM: Keenan E. Jones, MA, Director
Shelter Plus Care Housing and Homeless Programs
Behavioral Health Administration

Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

DATE: February 22, 2015

RE: Continuum of Care Provisional Approval for Consumer X

Consumer X is eligible to participate in the Continuum of Care Housing Program, provided his/her income does not exceed \$38,550.00 per year. He/She is eligible for a 3-bedroom apartment with rent and utilities not exceeding \$1,599.00 per month. The Core Service Agency, and or the Case Management agency will have up to 60 days to update BHA of the progress in finding housing.

For any reason that housing can not be found, after six months **Consumer X's** application may be placed on the waiting list, and or a portion of his/her application may be reexamined for meeting continuity of eligibility criteria for the Continuum of Care Program, etc.

Please be advised that this letter serves as a **Provisional Approval only**. Please do not place **Consumer X** until you receive approval from the Behavioral Health Administration for the following items: housing inspection, lease, rent reasonableness, documentation of income, and rent calculation form, etc. Please contact me at (410) 402-8354 if you have any questions. Thank you.

Reviewed by:

Keenan E. Jones, MA, Director
Shelter Plus Care Housing and Homeless Programs

Date

Letter of Program Ineligibility



STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
BEHAVIORAL HEALTH ADMINISTRATION
**OFFICE OF ADULT & SPECIALIZED
BEHAVIORAL HEALTH SERVICES**

Spring Grove Hospital Center
Mental Hygiene Administration- Dix Building
55 Wade Avenue
Catonsville, MD 21228
Telephone: (410) 402-8353 Fax: (410) 402-8352

Brian Hepburn, M.D., Executive Director
Mental Hygiene Administration
Brian.Hepburn@maryland.gov

Marian V. Bland, LCSW-C, Deputy Director
Office of Clinical Services Division
Marian.Bland@maryland.gov

**MARYLAND COMMUNITY CRIMINAL JUSTICE TREATMENT PROGRAM
CONTINUUM OF CARE HOUSING PROGRAM
Notification of Program Ineligibility**

TO: Contact
Core Service Agency/ Case Management Company, etc.

FROM: Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

RE: Continuum of Care Housing Program – **Consumer X**

DATE: November 5, 2014

A review of the information submitted to the Behavioral Health Administration (BHA) for **Consumer X's** participation in the Continuum of Care Housing Program indicates the client does not meet the following eligibility criteria:

- ☒ **X** Literally Homeless (Currently sleeping in a place not meant for human habitation such as cars, parks, sidewalks, abandoned or condemned buildings, or sleeping in emergency shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); Fleeing/attempting to flee domestic violence. **Doesn't meet homeless definition**
- ☐ Exiting an institution with a stay of less than 90 days and lacked a fixed, regular, nighttime residence prior to entering institution or is not currently homeless and lacking resources and a support system.
- ☐ Serious Mental Illness (Primary diagnosis of Schizophrenia, Major Affective Disorders, Psychotic Disorders, or Organic Mental Disorders) as defined by the DSM IV; and at risk for incarceration/hospitalization.
- ☐ High Income (income of greater than 50% of HUD-defined median income for that jurisdiction).
- ☐ Incomplete service plan.
- ☐ Legal charges are greater than a misdemeanor. No legal history within the past two years or not on the intensive caseloads of parole and probation.
- ☐ Other

You and/or the client have the right to appeal this decision within fifteen (15) days of the date of this letter. If you wish to appeal this decision, you must submit to us, in writing, your request describing the reason for your appeal. If you have any questions regarding this notice, please call me at (410) 402-8354.

Letter of Request for Additional Information



STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
BEHAVIORAL HEALTH ADMINISTRATION
**OFFICE OF ADULT & SPECIALIZED
BEHAVIORAL HEALTH SERVICES**

Spring Grove Hospital Center
Mental Hygiene Administration- Dix Building
55 Wade Avenue
Catonville, MD 21228
Telephone: (410) 402-8353 Fax: (410) 402-8352

Brian Hagburn, M.D., Executive Director
Mental Hygiene Administration
Brian.Hagburn@maryland.gov

Melvin V. Bland, LCSW-C, Deputy Director
Office of Clinical Services Division
Melvin.Bland@maryland.gov

**MARYLAND MENTAL HYGIENE ADMINISTRATION
CONTINUUM OF CARE HOUSING PROGRAM**
Request for Additional Info

MEMORANDUM

TO: Contact
Core Service Agency/ Case Management Company, etc.

FROM: Keenan E. Jones, MA, Director
Shelter Plus Care Housing and Homeless Program
Behavioral Health Administration

Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

RE: Continuum of Care Renewal Application for **Consumer X**

DATE: **February 4, 2015**

.....
We are in receipt of the documents needed for the Continuum of Care renewal application for **Consumer X**. The following items are needed to complete the evaluation of the above consumer application:

- **Hosing Inspection:** There is no indication that unit passed inspection. Item 6.4 (Condition of exterior surfaces) failed.
- **Updated Rent Calculation Worksheet:** An error was found in the amount of the rent subsidy. I have made the correction. Please sign and have participant as well.
- **Service Plan:** Just as a reminder that a current verification of disability is needed if you do not use the info you currently have on record. Most Recent DSM IV Dx & Date of Most Recent Dx needs to be filled in.

Please forward documentation. If you have any questions, please contact me at (410) 402-8354. Thanks.

Letter of Consumer
Placement



MARYLAND BEHAVIORAL HEALTH ADMINISTRATION
CONTINUUM OF CARE HOUSING PROGRAM
Final Placement Approval

MEMORANDUM

To: Contact Name
Core Service Agency/ Case Management Company, etc.

From: Keenan E. Jones, M.A.
Director, Shelter Plus Care Housing and Supervisor, PATH Programs
Behavioral Health Administration

Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

Re: Continuum of Care Placement for Consumer X

Date: November 29, 2014

This correspondence is to authorize Consumer X's placement at 321 E. Main St., Apt. 2 Any Town, MD 12345 through the Continuum of Care Housing Program **effective December 1, 2014 through November 30, 2015**. Based on the information provided to our office Consumer X's authorization is for one year as long as he/she continues to meet the HUD eligibility criteria. The following information should be used for billing purposes starting December 1, 2014.

Effective: December 1, 2014- November 30, 2015	Utilities	Rent	Total
Client co-payment	\$81.80	\$0.00	\$81.80
MHA Subsidy	\$102.20	\$1,400.00	\$1,502.20
Totals	\$184.00	\$1,400.00	\$1,584.00

Furthermore a security deposit in the amount of \$1,400.00 has been approved. Please have Consumer X sign this memorandum acknowledging that he/she will be responsible for the rent/utilities as noted above, if applicable, etc. **A signed copy of this memorandum should be forwarded to my office as soon as possible.** Should you have any questions, please feel contact me at (410) 402-8354. Thank you.

- I understand that failure to pay my portion of the rent and or utilities may result in termination from the program or being evicted by the landlord.
- I will immediately report to my Case Management Company and or the Core Service Agency which regulates or oversees the Continuum of Care Program any changes in my income, legal history, etc.
- I further understand that if I fail to disclose, or give false information, pertaining to my income, legal history, living status, marital status, dependents and /or family members, and or changes in lease; I may forfeit my participation in this HUD funded housing subsidy program.

Client Signature

Date

Witness Signature

Date

Letter of Renewal Placement



MARYLAND BEHAVIORAL HEALTH ADMINISTRATION
CONTINUUM OF CARE HOUSING PROGRAM
Renewal Placement Approval

MEMORANDUM

To: Contact Name
Core Service Agency/ Case Management Company, etc.

From: Keenan E. Jones, M.A.
Director, Shelter Plus Care Housing and Supervisor, PATH Programs
Behavioral Health Administration

Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

Re: Continuum of Care Renewal Placement for **Consumer X**

Date: **November 29, 2014**

This correspondence is to re-authorize **Consumer X's** placement at 321 E. Main St., Apt. 2 Any Town, MD 12345 through the Continuum of Care Housing Program **effective December 1, 2014 through November 30, 2015**. Based on the information provided to our office **Consumer X's** authorization is for one year as he/she continues to meet the HUD eligibility criteria. The following information should be used for billing purposes starting December 1, 2014.

Effective: December 1, 2014- November 30, 2015	Utilities	Rent	Total
Client co-payment	\$81.80	\$0.00	\$81.80
MHA Subsidy	\$102.20	\$1,400.00	\$1,502.20
Totals	\$184.00	\$1,400.00	\$1,584.00

Please have Consumer X sign this memorandum acknowledging that he/she will be responsible for the rent/utilities as noted above, if applicable, etc. **A signed copy of this memorandum should be forwarded to my office as soon as possible.** Should you have any questions, please feel contact me at (410) 402-8354. Thank you.

- I understand that failure to pay my portion of the rent and or utilities may result in termination from the program or being evicted by the landlord.
- I will immediately report to my Case Management Company and or the Core Service Agency which regulates or oversees the Continuum of Care Program any changes in my income, legal history, etc.
- I further understand that if I fail to disclose, or give false information, pertaining to my income, legal history, living status, marital status, dependents and /or family members, and or changes in lease; I may forfeit my participation in this HUD funded housing subsidy program.

Client Signature

Date

Witness Signature

Date

Letter of Consumer Status Change



MARYLAND BEHAVIORAL HEALTH ADMINISTRATION CONTINUUM OF CARE HOUSING PROGRAM

Status Change

MEMORANDUM

TO: Contact
Core Service Agency/ Case Management Company, etc.

FROM: Keenan E. Jones, MA, Director
Shelter Plus Care Housing and Homeless Programs
Behavioral Health Administration

Sherry Y. Boyd, B.A.
Coordinator of Specialized Homeless Projects, CoC
Behavioral Health Administration

RE: Continuum of Care Status Change for Consumer X

Date: February 26, 2015

Based on the information provided concerning Consumer X's loss of employment income, the following should be used for billing purposes effective March 1, 2015.

Effective: March 1, 2015	Utilities	Rent	Total
Client co-payment	\$0.00	\$0.00	\$0.00
MHA Subsidy	\$245.00	\$575.00	\$820.00
Totals	\$245.00	\$575.00	\$820.00

Please have Consumer X sign the bottom of this memorandum acknowledging that he/she understands that failure to pay his/her portion of the rent and utilities, if applicable, may result in termination from the program or being evicted by the landlord. **A signed copy of this memorandum should be returned to my office as soon as possible.** Should you have any further questions, please feel free to contact me at (410) 402-8354. Thank you.

I understand that failure to pay my portion of the rent and/or utilities may result in termination from the program or being evicted by the landlord.

Client Signature

Date

Witness Signature

Date

Additional Resources

COC Regulations

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program, and revises the Emergency Shelter Grants program and renames it the Emergency Solutions Grants program. The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs. The HEARTH Act also directs HUD to promulgate regulations for these new programs and processes. This interim rule focuses on regulatory implementation of the Continuum of Care program, including the Continuum of Care planning process. This rule establishes the regulations for the Continuum of Care program, and, through the establishment of such regulations, the funding made available for the Continuum of Care program in the statute appropriating Fiscal Year (FY) 2012 funding for HUD can more quickly be disbursed, consistent with the HEARTH Act requirements, and avoid any disruption in current Continuum of Care activities.

https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_For_mattedVersion.pdf

COC Program HMIS Manual

The CoC (Continuum of Care) Program HMIS Manual is intended to support data collection and reporting efforts of Homeless Management Information System (HMIS) Lead Agencies and CoC program recipients. This manual provides information on HMIS program setup and data collection guidance specific to the CoC Program and the legacy programs: Supportive Housing Program (SHP), Shelter Plus Care (S+C) and Single Room Occupancy for the Homeless (SRO) that have not yet renewed under the CoC Program.

<https://www.hudexchange.info/resources/documents/CoC-Program-HMIS-Manual.pdf>

HUD Housing Quality Standards

http://portal.hud.gov/hudportal/documents/huddoc?id=hqs_inspect_manual.pdf

HUD Housing Quality Standards FAQs

https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_9143.pdf

HUD Inspection Checklist

<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

Lead-based Paint

Facts about Maryland's "Lead Law"

<http://www.mde.maryland.gov/programs/Land/Documents/LeadFactSheets/LeadfsStandardOfCare.pdf>

Notice of Tenants' Rights

www.mde.maryland.gov/.../LeadPamphletMDENoticeOfTenantsRights.pdf

HUD Lead Safe Housing Rule

[Lead Safe Housing Rule \(24 CFR Part 35\)](#)

Implementation of Coordinated Entry

<https://www.hudexchange.info/resources/documents/notice-establishing-additional-requirements-for-a-continuum-of-care-centralized-or-coordinated-assessment-system.pdf>